DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

DATE:

105 12/02

CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

October 14, 2008

SUBJECT: Agreement for Assessment of ADA Compliance in City Facilities

GENERAL CONTRACT INFORMATION

Recommended Contractor:

Jeff Katz Architecture

Amount of this Action:

\$680,036

Funding Source:

City of San Diego

SUBCONTRACTOR PARTICIPATION

No subcontractor participation is associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

The firm has fewer than 15 employees and therefore, is exempt from the employment category goals.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

ADDITIONAL COMMENTS

This action requests to authorize the Mayor, or his designee, to execute an Agreement with Jeff Katz Architecture for an ADA compliance assessment of City-owned facilities.

S:\EOCP\All EOC Docs\1472B\Jeff Katz Archi 101408.doc

File: Admin WOFQ 2000

Date WOFO Submitted: Input by:

6/25/2008 Lad

Goals reflect statistical labor force 2000 CLFA

availability for the following: San Diego, CA

City of San Dieg >/Equal Opportunity Contracting

WORK FORCE ANALYSIS REPORT

Company:

Jeff Katz Architecture

Female Goals

39.8%

59.5%

22.3%

49.0%

49.4%

73.2%

62.3%

8.6%

36.7%

15.2%

11.1%

I. TOTAL WORK FORCE:

Mgmt & Financial
Professional
A&E, Science, Computer ·
Technical
Sales
Administrative Support
Services
Crafts
Operative Workers
Transportation
Laborers

CLFA	Bl	ack	CLFA	Hisp	anic	CLFA	As	lan	CLFA	Ameri	can Indian	CLFA	Filipine	•		W	hite		Ot	ther
Goals	M	F	Goals	M	F	Goals	М	F	Goals	M	F	Goals	M	F		M	F		M	F
3.3%	0	.0	11.9%	0	0	6.2%	10	.0 .	0.4%	- 0	- 0	6.2%	0 -	0	•	.0	.0 .	ê.	0	0
4.0%	0	0	12,6%	0	0	6.5%	0	0	0.5%	0	0	6.5%	0 1	0		0	0	1	0	0
2.8% -	0	Ó,	7.3%	0	0	16.2%	. 0	0 ;	0.3%	0	0	416.2%	0 =	0 , %		∙ ,0	. 0 .	1.0	0	
6.6%	0	0	14.8%	0	0	17.2%	0	0	0.4%	0	0	17.2%	0	0		4	0		0	İ
.3.9%	- 0	0	19.5%	0 * '	0	6.8%	o l	0.	0.8%	0	. 0	6.8%	0	0		3 3	2		0	1
7.0%	0	0	20.8%	0	0	8.8%	0	0	0.6%	0	0	8.8%	0	0		0	0]	0	
5.5%	. 0	0	36.9%	. 0	0.	9.7%	- o.	. 0	0.8%	0	0	9.7%	0 😅	0		0	0	* 1	.0 .	1
4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0]	0		0	0		0	1
4.3%	*ò	.0	38.8%	0 .	0	20.8%	0 "	0	0.3%	, D	0.	20.8%	0 **	0		″^o ~	. 0	144	0	
8.1%	0	0	32.1%	0	٥	4.5%	0	0	0.5%	0	0	4.5%	0	0		0	o		0	Ì
4.4%	0	0	54.0%	0	0.	4.1%	0	0	0.5%	.0	1 0'	4.1%	o	0		0	0		0	

0

0

0

2

٠ ٥

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/pender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

II. EMPLOYMENT ANALYSIS

	10	TAL EMPLOY	EES:
	ALL	M	_ ~
Mgmt & Financial	0	0	
Professional	0	0	
A&E, Science, Computer	0	0	
Technical	4	4	,
Sales	5	3 .	
Administrative Support	1 0	0	,
Services	0	0	
Crafts	0	0 .	
Operative Workers	0	0	
Transportation	6	0	
Laborers	lo	0	

;	_ <u>ŏ</u> _	ŏ	ف
TOTAL	9	7	2

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

Version 03/28/2005

CLFA 2000



THE CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING
1010 SECOND AVENUE, SUITE 500
SAN DIEGO, CA 92101
PHONE (619) 533-4464 • FAX (619) 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution☐ Lessee/Lessor *** Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other
Name of Company: Jeff Katz Architecture
· ·
ADA/DBA:
Address (Corporate Headquarters, where applicable): 6353 Del Cerro Blvd.
City: San Diego County: SD State: CA Zip: 92120
Telephone Number: (619) 698-9177 Fax Number: (619) 698-9178
Name of Company CEO:Jeff_Katz
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address:
City: County: State: Zip:
Telephone Number: () Fax Number: ()
Type of Business: Architecture Type of License: Architecture
The Company has appointed:Jeff Katz
As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
Address: Same as above
Telephone Number: () Fax Number: ()
For Firm's: X San Diego Work Force and/or
I. The undersigned representative of Jeff Katz Architecture (Firm Name)
San Diego California (State)
hereby certify that information provided herein is true and correct. This document was executed on this day of Oct 2, 2008 Jeff Katz
(Authorized Signature) (Print Authorized Signature Name)
Page 41 of 62.

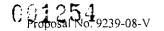
WORK FORCE REPORT - Page 2

NAME OF FIRM: Jeff Katz Architecture DATE: 10/02/08

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black (2) Latino, Hispanic, Mexican-American, Puerto Rican (3) Asian, Pacific Islander
- (4) American Indian, Eskimo (5) Filipino (6) Caucasian (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-	1(2) Latino	(3) Asian (iii) (M) (F)	(4) American	(5) Filipino	(6) Caucasian	(7) Other Ethnicities
	(M) (F)	(M) (F)	(M) (F)	(M) (F)	(M) (F)	(M) (F) ≱	The same of the
Executive, Administrative, Managerial							
Professional Specialty		;					
Engineers/Architects				<u> </u>		4 0	
Technicians and Related Support						3 2	
Sales							
Administrative Support/Clerical							
Services							
Precision Production, Craft and Repair				<u> </u>			
Machine Operators, Assemblers, Inspectors							
Transportation and Material Moving							
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*							
*Construction laborers and other field emp	oloyees are not to l	oe included on th	is page	· 	,		
TOTALS EACH COLUMN		į				7 2	- :
GRAND TOTAL ALL EMPLOYEES	9						
INDICATE BY GENDER AND ETHNIC	ITY THE NUMBI	ER OF ABOVE I	EMPLOYEES W	HO ARE DISAE	BLED:		
DISABLED						}	:
NON-PROFIT ORGANIZATIONS ONLY	<i>!</i> :						
BOARD OF DIRECTORS		,					1
VOLUNTEERS							
ARTISTS							



WORK FORCE REPORT - Page 3

NAME OF FIRM: <u>leff Katz Architecture</u> DATE: <u>10/02/08</u>

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black (2) Latino, Hispanic, Mexican-American, Puerto Rican (3) Asian, Pacific Islander
- (4) American Indian, Eskimo (5) Filipino (6) Caucasian (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African- American	(2) Latino	(3) Asian (M) (F)	(4) American Indian	(5) Filipino	(6) Caucasian	(7) Other. Ethnicities
	(M) (F)	(M) (F)	(M) o L(F)	(M) (F)	(M) (F)	(M) 21 (F) 12	(M) (F)
Carpenter							
Drywall Installer							
Electrician		:			,		
Elevator Installers					1 1 4		
Finishers, Concrete or Terrazzo							
Glaziers							
Helpers, Construction Trade							
Ironworkers, Structural Metal Workers							
Laborers) () ()
Millwrights							
Masons, Bricklayers							
Tile setters							
Operators							, , ,
Painters							
Pipe fitter, Plumbers	;			:			
Plasterers		;					
Roofers							
Security, Protective Services							
Sheet Metal, Duct Installers							
Welders, Cutters				;		•	
TOTALS EACH COLUMN							
GRAND TOTAL ALL EMPLOYEES	0						
INDICATE BY GENDER AND ETHNIC	ITY THE NUMBE	ER OF ABOVE E	EMPLOYEES WE	HO ARE DISAB	LED:	 	 :
DISABLED							

6	01255	REQUE	ST FOR COU		TION			1. CERTIFICATE NUMBER (FOR AUDITOR'S USE O	105		
TO:		2.	FROM (ORIGINATING DE	PARTMENT):				3. DATE:			
-	Attorney		Office Of Ethic	s And Inte	grity			9-11-0)8		
BJE		Agreen	nent for Assess	ment of Al	DA Co	ompliance in	City Facilitie				
	•	E, PHONE & MAIL STA.)			•	(NAME, PHONE & MAI		7. CHECK BOX IF R COUNCIL IS ATT			
Susan	Madison 619-	-236-5985 MS #510			 	ger 619-236-72 ING PURPOSE	· · · · · · · · · · · · · · · · · · ·				
FUND	- 1	C	8.COM LL	TE FOR ACC	COUNT	THE FURFUSE		NAL INFORMATION / ESTIM	ATED COST:		
DEPT.		See attached					CDBG	DBG FUNDING: \$464,209			
	ANIZATION						GENER	AL FUND: \$215	.827		
	ACCOUNT			-		1	TOTAL	COST: \$680,	,036		
JOB ORD		- ···	÷.								
C.I.P. NU						-					
AMOUNT						 	See atta	ched spreadsheet			
	<u> </u>		10. 1	ROUTING AN	ND APF	PROVALS					
ROUTÉ (#)	APPROVING AUTHORITY	PROVAL	SIGNATURE A	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPRO	VAL SIGNATURE	DATE SIGNED		
1	ORIG. DEPT.	X Alle	And and W	10808	8	C.O.O.	Mary II		10/27/08		
2	EAS	(Anno	Jo N Mison	199100	9	CITY ATTORNEY	IZA	1/40	11/4/08		
3	E.O.C.P.	* Symbo	Brasell	Whyhe	10	ORIG. DEPT.		Su i Male	115/00		
4	F.M.	TATA Y	mul 1	10/10/10X	11	6066	18/19		tillelia		
5	CITY AUDITOR	10000	A James	12/1/20		DOCKET COORD:		COMP LIAISON: X	HIA NO		
6	P. & .C	John of A	2.	10/2/10	1	COUNCIL	SPOB 🖾 (CONSENT ADOPT	ION		
<u> </u>	DEPUTY CHIEF	N Turk	Fanil	10/8/08	•	PRESIDENT -	REFER TO:	COUNCIL DATE:			
11. PREF	PARATION OF:	RESO	LUTION(S)	DRDINA	NCE(S)		GREEMENT(S)	DEED(S)			
1. 4	Authorizing the							DA compliance asse			
	y-owned facili		,	Ü							
	•		xpenditure of \$46	4,209 in Con	nmunit	v Block Grant (CDBG) funding	g and \$215,827 Gen	eral Fund		
	•	ceed \$680,036 for t	-				,	, ,			
			F			19002					
11A. STA	FF RECOMMENDATI	ONS:			<u>, 0</u>	10030	Ϋ́ \(\)				
	opt the Resolut	tion.									
	IAL CONDITIONS:	۷.									
	UNCIL DIST		Citywide			•					
<u>cc</u>	MMUNITY A	REA(S):	Citywide						į		
EN	VIRONMENT	TAL IMPACT:	This activity in CEQA Guidel		m CEQ	A pursuant to th	ne State Guideli	ines Section 15262 (of the State		
<u> HO</u>	USING IMPA	<u>ACT</u> :	N/A								
<u>CIT</u>	TY CLERK:		Please forward Coordinator M			he Resolution to	o, Susan Madiso	on, Disability Service	es .		
AT	TACHMENTS	S:	Agreement be	tween the Cir	tv.of.Sa	ın Diego and Je	ff Katz Archite	cture			

EXECUTIVE SUMMARY SHEET

CITY OF SAN DIEGO

DATE ISSUED:

October 8, 2008

REPORT NO:

ATTENTION:

Council President and City Council

ORIGINATING DEPARTMENT: Office of Ethics and Integrity

SUBJECT:

ADA Compliance Assessment of City-owned Facilities

COUNCIL DISTRICT(S):

Citywide

CONTACT/PHONE NUMBER:

Susan Madison (619) 236-5985

REOUESTED ACTION: Approve award and execution of the Memorandum of Agreement for Request for Proposal No. 9239-08-V – ADA Compliance Assessment of City Facilities with Jeff Katz Architecture for a period of two (2) years, with options to renew for three (3) additional one (1) year periods. The contract value for the initial two (2)-year period for ADA Compliance Assessment of City-owned facilities includes training, data input and database storage in an amount not to exceed \$680,036 from the Office of Ethics and Integrity - Disability Services Program. The three (3) additional one (1) year optional periods for renewal include continued trainings as needed administrative and licensing fees for data base storage system.

STAFF RECOMMENDATION: Adopt the Resolution.

EXECUTIVE SUMMARY: The City is required by Federal law to comply with the requirements of the Americans with Disabilities Act (ADA), to bring all public facilities up to current Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities, Recreational Facilities, Play Areas, Comfort Stations and Outdoor Developed Areas. In addition, all City facilities must also comply with the State of California Code of Regulations (CCR) Title 24.

This contract is being awarded to a qualified Proposer who has successfully gone through a competitive procurement process and has demonstrated an ability to perform work for similar contracts and has a proven record of success in delivering the requirements substantially similar to those of this RFP. Based on the six proposals received, this Proposer was the most responsive to the RFP requirements.

The Contractor will inspect City facilities and identify those that are in compliance or require modification to bring the City into compliance with the Federal ADA and California State CCR Title 24; perform site inspections and a needs analysis to determine which solutions will be more cost effective and provide the most accessibility to bring the City in compliance with these regulations; providing a budgetary estimate of materials and labor, with a "not to exceed" determination, to bring the City into compliance. Contractor will create and maintain a database which records the inspection and assessment information per facility, and provide City personnel access to and training on the use of the database system. Contractor will train City staff on field inspection methods and data assessment standards. Contractor will complete the inspections, assessments, database, and training requirements within 18 months from date of award of contract. A brief summary of the requirements are as follows:

- Perform physical inspection, needs and cost analysis of City facilities identified in Attachment A. Contractor shall inspect facilities for compliance/noncompliance to ADAAG and/or CCR Title 24 and record noncompliance detail in the database furnished by Contractor.
- 2. Furnish a Contractor-hosted relational database software management application reporting system that identifies and records data, provides cost estimates, and tracks corrections of deficiencies of the City's public buildings and facilities, in order to ensure the City's compliance with the Americans with Disabilities Act (ADA) required "Self Evaluation and Transition Plan" as well as the State of California Title 24 requirements, to include on-site training and application modifications.

The objective is to make an award to a qualified Contractor that delivers the best overall value to the City.

The contract term shall be for a period of two (2) years from date of award, with options to renew the contract for three (3) additional one (1) year periods.

FISCAL CONSIDERATIONS: The total amount of this request is \$680,036. Funds are available in General Funds \$215,827, and in CDBG Funds \$464,209.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Jeff Katz Architecture

10 Aude Sawketkulou

Originating Department

Chief Operating Officer

The City of San Diego CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2900328

ORIGINATING
DEPT. NO.: 065

\moui	nt:						Fund:			
urpo	se.									
ui po										
					•					
ate:						_ Ву:				
						ACCUPATING DATE		AUDITOR AN	COMPTROLLE	R'S DEPARTMENT
CCTG.	ÇY		<u> </u>	T**-*	[CCOUNTING DAT	OPERATION	BENF/	T	
LINE	PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	ACCOUNT	EQUIP	FACILITY	AMOUNT
				<u> </u>					 	
								-		
					 	 				
				-		 			 	
					<u> </u>		L	TOTAL	AMOUNT	
								TOTAL	ANIOUNT	FUND OVERRIDE
		•		CERTIF	FICATION O	F UNENCU	MREPED E	BALANCE	:	
the San at su	heret Dieg fficie	o attached o; and I do nt moneys	resolutio hereby for hereby for hereby	n, can be urther cer een appro	incurred wi tify, in confo opriated for	thout the vio rmity with th the purpose	lation of ar le requirem e of said c	ny of the pents of the ontract, t	provisions o e Charter o hat sufficier	r agreement authorize If the Charter of the C of the City of San Dieg Int moneys to meet t
the San at su ligati	heret Dieg fficie ons o riatio	o attached o; and I do nt moneys of said con n from whi	resolution hereby for the have be attract are so the same	in, can be urther cer een appro actually in ime are to	incurred wi tify, in confo opriated for the Treasu be drawn,	thout the vio ormity with the the purpose ury, or are are and that the	lation of ar le requirem e of said c nticipated to said mone	ny of the pents of the ontract, to come in your new actions.	provisions of e Charter of hat sufficier to the Treas ually in the	f the Charter of the C of the City of San Dieg
the San at subject of the subject of	heret Dieg fficie ons o riatio neys	o attached o; and I do nt moneys of said con n from whi anticipated	resolution hereby for the have be attract are so the same	on, can be urther cer een appro actually in ime are to into the T	incurred wi tify, in confo opriated for the Treasu be drawn,	thout the vio ormity with the the purpose ury, or are are and that the	lation of ar le requirem e of said c nticipated to said mone	ny of the pents of the ontract, to come in your new actions.	provisions of e Charter of hat sufficier to the Treas ually in the	of the Charter of the C of the City of San Dieg ont moneys to meet t sury, to the credit of t Treasury, together w
y the San at su oligati oprop	heret Dieg fficie ons o riatio neys	o attached o; and I do nt moneys of said con n from whi anticipated	resolution hereby for have be attract are set to come	on, can be urther cer een appro actually in ime are to into the T	e incurred witify, in confo opriated for the Treasu be drawn, reasury, to 680,036.00	thout the vio ormity with the the purpose ury, or are are and that the	lation of ar le requirem e of said c nticipated to said mone	ny of the pents of the ontract, to come in your new actions.	provisions of e Charter of hat sufficier to the Treas ually in the	of the Charter of the C of the City of San Dieg ont moneys to meet t sury, to the credit of t Treasury, together w
the San at subligation of the Indiana of the Indian	heret Dieg fficie ons c riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp	resolution hereby for have be stract are so to come be beliance in	on, can be urther cer een approactually in me are to into the T	e incurred witify, in confo opriated for the Treasu to be drawn, reasury, to 680,036.00	thout the vio	elation of ar le requirem e of said c nticipated to said mone said approp	ny of the pents of the ontract, to come in y now actoriation, a	provisions of e Charter of the Treast audity in the re otherwise	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered.
the San at subligation of the Indian	heret Dieg fficie ons c riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp	resolution hereby for have be stract are so to come be beliance in	on, can be urther cer een approactually in me are to into the T	e incurred witify, in confo opriated for the Treasu to be drawn, reasury, to 680,036.00	thout the vio ormity with the the purpose ury, or are are and that the	elation of ar le requirem e of said c nticipated to said mone said approp	ny of the pents of the ontract, to come in y now actoriation, a	provisions of e Charter of the Treast audity in the re otherwise	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered.
the San at subligation of to I	heret Dieg fficie ons c riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp	resolution hereby for have be stract are so to come be beliance in	on, can be urther cer een approactually in me are to into the T	e incurred witify, in confo opriated for the Treasu to be drawn, reasury, to 680,036.00	thout the vio	elation of ar le requirem e of said c nticipated to said mone said approp	ny of the pents of the ontract, to come in y now actoriation, a	provisions of e Charter of the Treast audity in the re otherwise	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered.
y the San at subligation of to I endor	heret Dieg fficie ons c riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp	resolution hereby for have bestract are the said to come beliance in the expension of the e	on, can be urther cer een approactually in me are to into the T City Facil penditure	e incurred witify, in conformated for the Treasury, to 680,036.00 lities	thout the vio	elation of ar le requirem e of said c nticipated to said mone said approp	ny of the pents of the ontract, to come in y now actoriation, a	provisions of e Charter of the Treast audity in the re otherwise	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered.
the San at subligation of to I t	heret Dieg fficie ons c riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp	resolution hereby for have bestract are the said to come beliance in the expension of the e	on, can be urther cer een approactually in me are to into the T	e incurred witify, in conformated for the Treasury, to 680,036.00 lities	thout the vio	elation of ar le requirem e of said c nticipated to said mone said approp of ADA Co	ents of the pents of the ontract, to come in y now actoriation, a	orovisions of e Charter of the Treast audity in the re otherwise in City Faci	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered.
the San at sulligation proper moot to I endor	heret Dieg fficie ons c riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp	resolution hereby for have bestract are the said to come beliance in the expension of the e	on, can be urther cer een approactually in me are to into the T City Facil penditure	e incurred witify, in conformated for the Treasure to be drawn, reasury, to 680,036.00 lities	thout the vio	e requirement of said conticipated to said mone said appropriated of ADA Conticipated for ADA	ents of the pents of the ontract, to come in y now actoriation, a	orovisions of e Charter of the Treast audity in the re otherwise in City Faci	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered.
the San at subligation proper moon to I endorunges ate:	heret Dieg fficie ons c riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp	resolution hereby for have bestract are the said to come beliance in the expension of the e	on, can be urther cer een approactually in me are to into the T City Facil penditure	e incurred witify, in conformated for the Treasure to be drawn, reasury, to 680,036.00 lities	thout the vio	elation of ar le requirem e of said c nticipated to said mone said approp of ADA Co	ents of the pents of the ontract, to come in y now actoriation, a	orovisions of e Charter of the Treast audity in the re otherwise in City Faci	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered.
the San at subligation proper moot to I endor urpos	heret Dieg fficie ons or riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp	resolution hereby for have be stract are such the said to come colliance in the expension of the expension o	on, can be urther cer een approactually in me are to into the T City Facil penditure	e incurred witify, in conformated for the Treasure to be drawn, Treasury, to see the following for the funds for t	thout the vio	e requirement of said conticipated to said mone said appropriated of ADA Conticipated for ADA	empliance	orovisions of e Charter of the Treast audity in the re otherwise in City Faci	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered. Compared to the credit of the
the San at subligation proper moot to I endorunges ate:	heret Dieg fficie ons (riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp	resolution hereby for have be stract are ich the said to come beliance in ze the expension of the said to come beliance in ze the expension of the said to come beliance in ze the expension of the said to come beliance in ze the expension of the said to come beliance in zero the expension of the said to come beliance in zero the expension of the said to come beliance in zero the	on, can be urther cer een approactually in me are to into the T City Facil benditure er 5, 2008	e incurred witify, in conformated for the Treasure to be drawn, Treasury, to see the following for the funds for t	thout the vio	of ADA Co	empliance	orovisions of e Charter of hat sufficient to the Treasually in the re otherwise in City Faci	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered. AMOUNT \$118,808.55
the San at subligation proper moon to I to I endorurpos ate:	heret Dieg fficie ons (riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp To authori: FUND 18539 18540	hereby find hereby	on, can be urther cer een approactually in me are to into the T City Facil benditure er 5, 2008	e incurred witify, in conformated for the Treasure be drawn, reasury, to 680,036.00 lities of funds for ACCOUNT 4279	thout the vio	of ADA Co	empliance	orovisions of e Charter of hat sufficient to the Treasually in the re otherwise in City Faci	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered. AMOUNT \$118,808.55 \$94,000.00
the San at sulligation proper moot to I andor proper moot to I and	heret Dieg fficie ons (riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp To authoriz FUND 18539 18540 18542	nesolution hereby first have bestract are solution to the said to come obliance in the expension of the expe	on, can be urther cer een approactually in me are to into the T City Facil benditure er 5, 2008	e incurred witify, in conformated for the Treasure to be drawn, reasury, to 680,036.00 lities Account 4279 4279 4279	thout the violarmity with the purpose and that the the credit of the cre	of ADA Co	empliance	orovisions of e Charter of hat sufficient to the Treasually in the re otherwise in City Faci	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered. AMOUNT \$118,808.55 \$94,000.00 \$231,720.89
the San at subligation proper moon to I dendor arross ate:	e:	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Com To authoriz 18539 18540 18542 18543	nesolution hereby find hereby	on, can be urther cer een approactually in me are to into the T City Facil benditure er 5, 2008	e incurred witify, in conformated for the Treasure be drawn, reasury, to see the following seeds of funds for seeds of funds fo	thout the violating with the purpose and that the the credit of the cred	of ADA Co	empliance	orovisions of e Charter of hat sufficient to the Treasually in the re otherwise in City Faci	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered. AMOUNT \$118,808.55 \$94,000.00 \$231,720.89 \$19,679.56
y the San at subligation of the Indon of the Indon	heret Dieg fficie ons (riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp To authoriz FUND 18539 18540 18542	nesolution hereby find hereby	on, can be urther cer een approactually in me are to into the T City Facil benditure er 5, 2008	e incurred witify, in conformated for the Treasure to be drawn, reasury, to 680,036.00 lities Account 4279 4279 4279	thout the violarmity with the purpose and that the the credit of the cre	of ADA Co	ents of the pents of the ontract, to come in y now actoriation, a empliance	orovisions of e Charter of hat sufficient to the Treasually in the re otherwise in City Faci	It the Charter of the Confithe City of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered. AMOUNT \$118,808.55 \$94,000.00 \$231,720.89 \$19,679.56 \$215,827.00
the San at subligation of to I endor urpos ate:	e:	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Com To authoriz 18539 18540 18542 18543	nesolution hereby find hereby	on, can be urther cer een approactually in me are to into the T City Facil benditure er 5, 2008	e incurred witify, in conformated for the Treasure be drawn, Treasury, to see the following for the funds for the	thout the violating with the purpose and that the the credit of the cred	of ADA Co	empliance	orovisions of e Charter of hat sufficient to the Treasually in the re otherwise in City Faci	of the Charter of the Country of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered. AMOUNT \$118,808.55 \$94,000.00 \$231,720.89 \$19,679.56 \$215,827.00 \$680,036.00
the San at subligation proper moot to I endor are:	heret Dieg fficie ons (riatio neys Excee	o attached o; and I do nt moneys of said con n from whi anticipated ed: ADA Comp To authoriz FUND 18539 18540 18542 18543 100	nesolution hereby find hereby	on, can be urther cer een approactually in me are to into the T City Facil benditure er 5, 2008	e incurred witify, in conformated for the Treasure be drawn, reasury, to see the following seeds of funds for seeds of funds fo	thout the violating with the purpose and that the the credit of the cred	of ADA Co	ents of the pents of the ontract, to come in y now actoriation, a empliance	orovisions of e Charter of hat sufficient to the Treasually in the re otherwise in City Faci	It the Charter of the Confit the City of San Diegont moneys to meet to sury, to the credit of the Treasury, together we unencumbered. AMOUNT \$118,808.55 \$94,000.00 \$231,720.89 \$19,679.56 \$215,827.00

The City of San Diego CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE	OF UNALL	OTTED	RALANCE

AC 2900328
ORIGINATING
DEPT. NO.: 065

mour	nt:			·			Fund:			
игроз	se:									
Date:					By:	AUDITOR AND COMPTROLLER'S DEPARTMENT				
						CCOUNTING DAT		AUDITOR AN	D COMPTROLLER	R'S DEPARTMENT
CTG.	CY			Ť	[CCOUNTING DA	OPERATION	BENF/	T	
NE	PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	ACCOUNT	EQUIP	FACILITY	AMOUNT
	ļ	<u> </u>							ļ	.
_			<u> </u>	 			 			
	 			 						
	ļ						<u> </u>		 	
	L	<u> </u>	<u>L</u> .	L			Li	TOTAL	AMOUNT	
	-		.,,,,,				_	IOIAL	AIVIOUNT 1	FUND OVERRIDE
ne l	heret	to attached	I resolutio	n, can be	incurred wi	thout the vio	lation of ar	ny of the	provisions of	the Charter of the C
he l San Sau Sati rop moi	heret Dieg fficie ons riatio	to attached po; and I do ent moneys of said cor on from wh anticipated	I resolution hereby for the head of the h	on, can be urther cer een appro actually in time are to into the T	incurred wi tify, in confo opriated for n the Treasu o be drawn,	thout the vio ormity with the the purpose ury, or are ar and that the	plation of ar ne requirem e of said c nticipated to said mone	ny of the pents of the ontract, to come in y now ac	provisions of the Charter of that sufficient to the Treas tually in the	the Charter of the C the City of San Dieg t moneys to meet t ury, to the credit of t
the I San t su igati propi mor	heref Dieg fficie ons riatio neys Exce	to attached to; and I do ent moneys of said cor on from wh anticipated ed:	I resolution hereby for hereby fo	on, can be urther cer een approactually in the into the i	e incurred witify, in confo opriated for the Treasu to be drawn, Freasury, to 680,036.00	thout the vio ormity with the the purpose ury, or are ar and that the	plation of ar ne requirem e of said c nticipated to said mone	ny of the pents of the ontract, to come in y now ac	provisions of the Charter of that sufficient to the Treas tually in the	agreement authorize the Charter of the Co the City of San Dieg t moneys to meet t ury, to the credit of the Treasury, together was unencumbered.
he lisan san gati proping to E	herel Dieg fficie ons riatio neys Exce	to attached to attached to; and I do not moneys of said coron from whe anticipated to anticipated to a ADA Com	I resolution hereby for hereby fo	on, can be urther cer een approactually interest into the Table City Facil	e incurred witify, in conformated for the Treasury, to be drawn, reasury, to 680,036.00	thout the vio	plation of ar ne requirem e of said c nticipated to said mone said approp	ny of the pents of the ontract, to come in y now accordation, a	provisions of the Charter of that sufficient to the Treas tually in the re otherwise	the Charter of the C the City of San Dieg t moneys to meet t ury, to the credit of t Treasury, together w unencumbered.
the I San t su igati prop mor t to E	herel Dieg fficie ons riatio neys Exce	to attached to attached to; and I do not moneys of said coron from whe anticipated to anticipated to a ADA Com	I resolution hereby for hereby fo	on, can be urther cer een approactually interest into the Table City Facil	e incurred witify, in conformated for the Treasury, to be drawn, reasury, to 680,036.00	thout the vio ormity with the the purpose ury, or are ar and that the	plation of ar ne requirem e of said c nticipated to said mone said approp	ny of the pents of the ontract, to come in y now accordation, a	provisions of the Charter of that sufficient to the Treas tually in the re otherwise	the Charter of the C the City of San Dieg t moneys to meet t ury, to the credit of t Treasury, together w unencumbered.
the I San t su igati orop mor	herel Dieg fficie ons riatio neys Exce	to attached to attached to; and I do not moneys of said coron from whe anticipated to anticipated to a ADA Com	I resolution hereby for hereby fo	on, can be urther cer een approactually interest into the Table City Facil	e incurred witify, in conformated for the Treasury, to 680,036.00 lities	thout the vio	plation of armine requirement of said conticipated to said mone said appropriate of ADA Conticipate Albie Armine A	ents of the pents of the ontract, to come in y now accordation, a	orovisions of the Charter of that sufficient to the Treas tually in the re otherwise	the Charter of the C the City of San Dieg t moneys to meet t ury, to the credit of t Treasury, together w unencumbered.
the last substance in	herel Dieg fficie ons riatio neys Exce	to attached to attached to; and I do not moneys of said coron from whe anticipated to anticipated to a ADA Com	I resolution hereby for hereby fo	on, can be urther cer een approactually interest into the 7 City Facil	e incurred witify, in conformated for the Treasury, to 680,036.00 lities	thout the vio	plation of armine requirement of said conticipated to said mone said appropriate of ADA Conticipate Albie Andrews	ents of the pents of the ontract, to come in y now accordation, a	orovisions of the Charter of that sufficient to the Treas tually in the re otherwise	the Charter of the Country of San Diegons to meet to the credit of the c
he lisan supported to E adorrops	heret Dieg fficie ons riatio neys Exce	to attached to attached to; and I do attached to and I do	I resolution hereby for hereby fo	on, can be urther cer een approactually in me are to into the 7 City Facil penditure er 5, 2008	e incurred witify, in conformated for the Treasure to be drawn, freasury, to be 680,036.00 lities of funds for account	thout the vio	plation of armine requirement of said conticipated to said mone said appropriate of ADA Conticipate Albie Armine A	ents of the pents of the ontract, to come in y now accordation, a	orovisions of the Charter of that sufficient to the Treas tually in the re otherwise	the Charter of the Country of San Diegon to moneys to meet to ury, to the credit of the Treasury, together wound unencumbered. AMOUNT
San sugation of the Education of the Edu	heret Dieg fficie ons riatio neys Exce	to attached to attached to; and I do not moneys of said coron from whe anticipated anticipated to authoric to auth	I resolution hereby for hereby fo	con, can be urther cer een approactually in the Tarto th	e incurred witify, in conformated for the Treasury, to be drawn, reasury, to 680,036.00 lities of funds for account 4279	thout the vio	plation of armice requirement of said conticipated to said mone said appropriate of ADA Conticipate of ADA C	ents of the plents of the ontract, to come in y now accordation, a empliance	in City Facili	the Charter of the Country of San Diegot moneys to meet to ury, to the credit of the Treasury, together wound unencumbered. AMOUNT \$118,808.55
San sugation of the Education of the Edu	heret Dieg fficie ons riatio neys Exce	to attached to attached to; and I do not moneys of said coron from whe anticipated ed: ADA Com To authori 18539 18540	I resolution hereby for hereby fo	on, can be urther cer seen approactually in the are to into the 7 City Facil penditure er 5, 2008	e incurred witify, in conformation the Treasury, to be drawn, reasury, to 680,036.00 lities of funds for Account 4279	thout the violarmity with the purpose ary, or are are and that the the credit of the credit of the credit of the credit of the counting data and the counting data are countin	plation of armice requirement of said conticipated to said mone said appropriate of ADA Conticipate of ADA C	ents of the plents of the ontract, to come in y now accordation, a empliance	in City Facili	the Charter of the Country of San Diegot moneys to meet to ury, to the credit of the Treasury, together wound unencumbered. AMOUNT \$118,808.55 \$94,000.00
the Ithe Ithe Ithe Ithe Ithe Ithe Ithe I	heret Dieg fficie ons riatio neys Exce	to attached to attached to; and I do not moneys of said coron from wheanticipated ed: ADA Com To authori FUND 18539 18540 18542	resolution hereby for	on, can be urther cer seen approactually in the into the	e incurred witify, in conformated for the Treasury, to be drawn, reasury, to 680,036.00 lities Account 4279 4279 4279	thout the violarmity with the purpose ary, or are are and that the the credit of the credit of the credit of the counting data and the counting data are cou	plation of armice requirement of said conticipated to said mone said appropriate of ADA Conticipate of ADA C	ents of the plents of the ontract, to come in y now accordation, a empliance	in City Facili	the Charter of the Country of San Diegot moneys to meet to ury, to the credit of the Treasury, together wound unencumbered. AMOUNT \$118,808.55 \$94,000.00 \$231,720.89
the I San t su gati prop mon to E ndor	heret Dieg fficie ons riatio neys Exce	to attached to attached to; and I do not moneys of said coron from whe anticipated ed: ADA Com To authori 18539 18540	I resolution hereby for hereby fo	on, can be urther cer seen approactually in the are to into the 7 City Facil penditure er 5, 2008	e incurred witify, in conformation the Treasury, to be drawn, reasury, to 680,036.00 lities of funds for Account 4279	thout the violarmity with the purpose ary, or are are and that the the credit of the credit of the credit of the credit of the counting data and the counting data are countin	plation of armice requirement of said conticipated to said mone said appropriate of ADA Conticipate of ADA C	ents of the plents of the ontract, to come in y now accordation, a empliance	in City Facili	the Charter of the Country of San Diegot moneys to meet to ury, to the credit of the Treasury, together wound unencumbered. AMOUNT \$118,808.55 \$94,000.00

The City of San Diego CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFIC	ATE.	OF	ΙΙΝΔΙΙ	OTTED	BALANCE
OLK III IO	\sim 1 \sqsubset	VI 1	UINALI		DALAINGL

AC	2900328	
ORIGINATING		
DEDT NO	nes	

	it:	<u> </u>					Fund:		<u> </u>	
ourpos	e:		<u></u> .						·	
		_								
) oto:						By:			· <u>-</u>	
Date:								AUDITOR AN	COMPTROLL	ER'S DEPARTMENT
					A	CCOUNTING DAT			_	
CCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
-INE	FI	FOND	DEFT	ORG.	ACCOUNT	JOB ORDER	ACCOONT	EQUIF	PACILITY	AMOUNT
-+					 	 		•		
\dashv									 	
-									 	
- 	-									
		<u> </u>	<u></u>	L,	 -			TOTAL	AMOUNT	
										FUND OVERRIDE
the h San D at suff	nere! Dieg ficie	to attached to; and I do int moneys	resolutio hereby for have be	n, can be urther cer een appro	e incurred wi rtify, in confo opriated for	thout the vio rmity with th the purpose	lation of ar e requirem e of said c	ny of the pents of the ontract, t	provisions of e Charter of hat sufficie	of the Charter of the Cit of the City of San Diego ent moneys to meet th
the h San E at suff ligation propri e mon	nerel Dieg ficie ons iatio neys	to attached to; and I do ent moneys of said con on from whi anticipated	resolution hereby for the have be output the have be output the safet the safet here.	on, can be urther cer een appro actually in ime are to into the l	e incurred wintify, in confo opriated for in the Treasu to be drawn, increasury, to	thout the vio ormity with the the purpose ury, or are ar and that the	elation of ar e requirem e of said c nticipated to said mone	ny of the pents of the ontract, to come in y now act	provisions of the control of the control of the the the control of	of the Charter of the Cit of the City of San Diego ant moneys to meet th asury, to the credit of th
the h San E at suff ligation propri e mon	nerel Dieg ficie ons iatio neys	to attached to; and I do ent moneys of said con on from whi anticipated	resolution hereby for the have be output the have be output the safet the safet here.	on, can be urther cer een appro actually in ime are to into the l	e incurred wintify, in confo opriated for n the Treasu to be drawn,	thout the vio ormity with the the purpose ury, or are ar and that the	elation of ar e requirem e of said c nticipated to said mone	ny of the pents of the ontract, to come in y now act	provisions of the control of the control of the the the control of	or agreement authorized of the Charter of the City of San Diego and moneys to meet the asury, to the credit of the Treasury, together with a unencumbered.
the h San E at suff digation propri e mon ot to E	neres Dieg ficie ons iatio neys	to attached to; and I do ent moneys of said con on from whi anticipated ed:	resolution hereby for have be atract are to come	on, can be urther cer een appro actually in ime are to into the 1	e incurred wintify, in conformated for the Treasure be drawn, freasury, to 680,036.00	thout the vio ormity with the the purpose ury, or are ar and that the	elation of ar e requirem e of said c nticipated to said mone	ny of the pents of the ontract, to come in y now act	provisions of the control of the control of the the the control of	of the Charter of the Cit of the City of San Diego ent moneys to meet th asury, to the credit of the Treasury, together wit
the h San E at suff ligation propri e mon at to E	neres Dieg ficie ons iatio neys	to attached to; and I do ent moneys of said con on from whi anticipated	resolution hereby for have be atract are to come	on, can be urther cer een appro actually in ime are to into the 1	e incurred wintify, in conformated for the Treasure be drawn, freasury, to 680,036.00	thout the vio ormity with the the purpose ury, or are ar and that the	elation of ar e requirem e of said c nticipated to said mone	ny of the pents of the ontract, to come in y now act	provisions of the control of the control of the the the control of	of the Charter of the Cit of the City of San Diego ent moneys to meet the asury, to the credit of the e Treasury, together wit
the h San E at suffiligation proprie mon of to E	nerel Dieg ficie ons iatio neys	to attached to; and I do ent moneys of said con on from white anticipated ed: ADA Com	resolution hereby for have be otract are ich the said to come	on, can be urther cer een approactually in me are to into the 1	e incurred wintify, in conformated for the Treasury, to feed to be drawn, freasury, to feed to feed to be drawn, freasury, to feed to be drawn, freasury, freasury	thout the vio ormity with the the purpose ury, or are ar and that the	elation of ar le requirem e of said c nticipated to said mone said approp	ny of the pents of the ontract, to come in y now actoriation, a	orovisions e Charter hat sufficie to the Trea rually in the re otherwis	of the Charter of the Cit of the City of San Diego ant moneys to meet the asury, to the credit of the Treasury, together with the unencumbered.
the h San E at sufficient of proprie e mon of to E	nerel Dieg ficie ons iatio neys	to attached to; and I do ent moneys of said con on from white anticipated ed: ADA Com	resolution hereby for have be otract are ich the said to come	on, can be urther cer een approactually in me are to into the 1	e incurred wintify, in conformated for the Treasury, to feed to be drawn, freasury, to feed to feed to be drawn, freasury, to feed to be drawn, freasury, freasury	thout the vio	elation of ar le requirem e of said c nticipated to said mone said approp	ny of the pents of the ontract, to come in y now actoriation, a	orovisions e Charter hat sufficie to the Trea rually in the re otherwis	of the Charter of the Cit of the City of San Diego ant moneys to meet the asury, to the credit of the Treasury, together with the unencumbered.
the h San E at suff oligation	nerel Dieg ficie ons iatio neys	to attached to; and I do ent moneys of said con on from white anticipated ed: ADA Com	resolution hereby for have be otract are ich the said to come	on, can be urther cer een approactually in me are to into the 1	e incurred wintify, in conformated for the Treasury, to feed to be drawn, freasury, to feed to feed to be drawn, freasury, to feed to be drawn, freasury, freasury	thout the vio	elation of ar le requirem e of said c nticipated to said mone said approp	ny of the pents of the ontract, to come in y now actoriation, a	orovisions e Charter hat sufficie to the Trea rually in the re otherwis	of the Charter of the Cit of the City of San Diego ant moneys to meet the asury, to the credit of the Treasury, together with the unencumbered.
the h San E at sufficient oproprie on mon of to E	nerel Dieg ficie ons iatio neys	to attached to; and I do ent moneys of said con on from white anticipated ed: ADA Com	resolution hereby for have be obtract are ich the said to come pliance in ze the exp	on, can be urther cer een approactually in me are to into the 1	e incurred wintify, in conformated for the Treasury, to 680,036.00 lities of funds for	thout the vio	e requirement of said conticipated to said mone said appropriated of ADA Conticipated Albie of A	ny of the plents of the ontract, to come in y now actoriation, a	e Charter hat sufficient to the Treat sufficient to the Treat sually in the re otherwise in City Factor	of the Charter of the Cit of the City of San Diego ant moneys to meet the asury, to the credit of the Treasury, together with the unencumbered.
the h San E at suffiligation propries mon of to E endor: urpose	neret Dieg ficie ons iatio neys xce	to attached to; and I do ent moneys of said con on from white anticipated ed: ADA Com	resolution hereby for have be obtract are ich the said to come pliance in ze the exp	on, can be urther cer een approactually in me are to into the 1	e incurred wintify, in conformated for the Treasure to be drawn, Treasury, to 680,036.00 lities	thout the vio	e requirement of said conticipated to said mone said appropriated of ADA Conticipated for a said appropriate for a said app	empliance	e Charter hat sufficient to the Treat sufficient to the Treat sually in the re otherwise in City Factor	of the Charter of the Cit of the City of San Diego ant moneys to meet the asury, to the credit of the Treasury, together with the unencumbered.
the h San E at suff ligation propri e mon of to E endor: urpose	nerel Dieg ficie ons iatio neys	to attached to; and I do ent moneys of said con on from white anticipated ed: ADA Com	resolution hereby for have be obtract are ich the said to come pliance in ze the exp	on, can be urther cer een approactually in me are to into the 1	e incurred wintify, in conformated for the Treasure to be drawn, Treasury, to 680,036.00 lities	thout the vio	e requirement of said conticipated to said mone said appropriated of ADA Conticipated for ADA	ny of the plents of the ontract, to come in y now actoriation, a	e Charter hat sufficient to the Treat sufficient to the Treat sually in the re otherwise in City Factor	of the Charter of the Cit of the City of San Diego ant moneys to meet the asury, to the credit of the Treasury, together with the unencumbered.
the h San E at suff ligation propri e mon of to E endor: urpose	Dieg ficie ficie ons iatio neys exce	to attached to; and I do ent moneys of said con on from whi anticipated ed: ADA Com To authori:	resolution hereby for have be stract are ich the said to come pliance in ze the exp	con, can be urther cer een approactually in me are to into the 1 City Faci penditure	e incurred wintify, in conformated for the Treasure to be drawn, Treasury, to 1680,036.00 littles	thout the vio	e requirement of said conticipated to said mone said appropriate of ADA Conticipated to said appropriate of ADA Conticipated t	ents of the plents of the ontract, to come in y now actoriation, a empliance	orovisions e Charter hat sufficie to the Trea ually in the re otherwis in City Fac	of the Charter of the Cit of the City of San Diego ent moneys to meet the asury, to the credit of the Treasury, together with the unencumbered.
the h San E at suff ligation propri e mon of to E endor: urpose	Dieg ficie ficie ons iatio neys exce	to attached to; and I do ent moneys of said con on from whi anticipated ed: ADA Com To authoriz	resolution hereby for have bestract are ich the said to come pliance in ze the exp	con, can be urther cer approact actually in the large to into the large to into the large certain penditure er 5, 2008	e incurred wintify, in conformated for the Treasure to be drawn, Treasury, to 1680,036.00 littles of funds for account	thout the vio	e requirement of said conticipated to said mone said appropriate of ADA Conticipated to said appropriate of ADA Conticipated t	empliance	orovisions e Charter hat sufficie to the Trea ually in the re otherwis in City Fac	of the Charter of the Cit of the City of San Diego ent moneys to meet the asury, to the credit of the Treasury, together with the unencumbered.
the h San E at suff ligation propri e mon at to E andor: rpose tte:	Dieg ficie ficie ons iatio neys exce	to attached to; and I do not moneys of said con not from white anticipated anticipated. ADA Comparison To authorize the said con to authorize the said con to authorize the said con to authorize the said control to a	resolution hereby for have bestract are ich the said to come pliance in ze the exp	cin, can be urther cere actually in me are to into the Total Faci penditure er 5, 2008 ORG. 8305	e incurred wintify, in conformated for the Treasure be drawn, Treasury, to 680,036.00 lities of funds for Account 4279	thout the violating with the purpose ary, or are are and that the the credit of the credit of the credit of the counting data and the counting data are sold on the counting data are sold	e requirement of said conticipated to said mone said appropriate of ADA Conticipated to said appropriate of ADA Conticipated t	empliance	orovisions e Charter hat sufficie to the Trea ually in the re otherwis in City Fac	of the Charter of the Cit of the City of San Diego ant moneys to meet the asury, to the credit of the Treasury, together with the unencumbered. Cilities. AMOUNT \$118,808.55
the h San E at suff ligation propri e mon at to E andor: rpose tte: CTG. INE 01 02	Dieg ficie ficie ons iatio neys exce	to attached to; and I do not moneys of said con on from white anticipated anticipated anticipated anticipated. ADA Comparison of To authorized authorized authorized 18539 18540	resolution hereby for have be stract are ich the said to come pliance in ze the exp Novemb DEPT 4283 4313	cin, can be urther cer een approactually in me are to into the Table City Faci penditure er 5, 2008 ORG. 8305 1309	e incurred wintify, in conformated for the Treasury, to be drawn, Freasury, to 680,036.00 lities of funds for Account 4279 4279	thout the violating with the purpose ary, or are are and that the the credit of the credit of the credit of the counting data and the counting data are coun	e requirement of said conticipated to said mone said appropriate of ADA Conticipated to said appropriate of ADA Conticipated t	empliance	orovisions e Charter hat sufficie to the Trea ually in the re otherwis in City Fac	of the Charter of the Cit of the City of San Diego ant moneys to meet the asury, to the credit of the Treasury, together with the unencumbered. Cilities. AMOUNT \$118,808.55 \$94,000.00

AGREEMENT FOR ASSESSMENT OF ADA COMPLIANCE IN CITY FACILITIES 10 23 38

FUND	18539	18540	18542	18543	100	Total
DEPT. ORGANIZATION	4283	4313	4353	4371	230	
OBJECT ACCOUNT	8305	1309	5305	7107	4222	
JOB ORDER #	000002	000002	000002	000002	005000	
C.I.P. NUMBER						
AMOUNT	\$ 118,808.55	\$ 94,000.00	\$ 231,720.89	\$ 19,679.56	\$215,827.00	\$680,036.00

GENERAL FUND DE#

2810004

C. PRICING PAGES

FIXED PRICING FOR CORE REQUIREMENTS AND DELIVERABLES (RFP SECTION II)

Item #	Description	Fixed Price
1.	Customization of Application Reporting System (One-Time Fee and as specified in Section II – Specifications)	\$ 22,000.00
2.	Administrative Fee - Application Reporting System (Fixed Price = Monthly Fee x 12)	\$ 3,960.00
3.	Training (One-Time Fee for Yearly Training Requirements)	\$ 7,500.00
4.	Licensing Fee for Application Reporting System (Price Per Year)	\$ 980.00
5.	Report Cost (Reports above Three (3) Reports Provided per Month at No Cost)	S 150.00
6.	Survey as specified in Section II.B.1: 100 Square Feet – 1,000 Square Feet	\$ 750.00
7.	Survey as specified in Section II.B.1: 1,001 Square Feet – 5,000 Square Feet	\$ 2,500.00
8.	Survey as specified in Section II.B.1: 5,001 Square Feet – 25,000 Square Feet	\$ 5,000.00
9.	Survey as specified in Section II.B.1: 25,001 Square Feet - 50,000 Square Feet	\$ 10,000.00
10.	Survey as specified in Section II.B.1: 50,001 Square Feet - !00,000 Square Feet	\$ 20,000.00
11.	Survey as specified in Section II.B.1: 100,001 Square Feet – 300,000 Square Feet	\$ 25,000.00

Revised Price proposal in response to request for additional information dated September 18, 2008.

9/22/08

Jeff Katz Architecture 6353 Del Cerro Boulevard, San Diego, CA 92120

www.jeffkatzarchitecture.com

RESOLUTION NUMBER R	
DATE OF FINAL PASSAGE	

A RESOLUTION AUTHORIZING AWARD OF AN AGREEMENT WITH JEFF KATZ ARCHITECTURE FOR AN ADA COMPLIANCE ASSESSMENT OF CITY-OWNED FACILITIES AND AUTHORIZING THE CITY COMPTROLLER TO EXPEND RELATED FUNDS.

WHEREAS, the City of San Diego is required by federal law to comply with the requirements of the Americans with Disabilities Act [ADA] and is required by state law to comply with the State of California Code of Regulations, Title 24 accessibility requirements.

WHEREAS, under the ADA and the State of California Code of Regulations, the City is required to bring public buildings and facilities up to current Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities [ADAAG] standards, and California Code of Regulations, Title 24 standards for the purpose of providing program accessibility.

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with Jeff Katz Architecture, for an ADA compliance assessment of 212 City-owned facilities under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR _______, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$680,036; \$464,209 from Community Block Grant [CDBG] Funding; (\$118,808.55, Fund 18539), (\$94,000.00, Fund 18540), (\$231,720.89, Fund 18542), (\$19,679.56, Fund 18543),

and \$215,827.00 from the General Fund 100 is authorized for the purpose of providing funds for the above referenced Project.

BE IT FURTHER RESOLVED, that the City Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

BE IT FURTHER RESOLVED, that this activity is exempt from CEQA pursuant to CEQA Guidelines sections 15060(c)(3) and 15262 because this activity is not a project and involves only feasibility or planning studies for possible future action.

APPROVED: MICHAEL J. A	GUIRRE, City Attorney
By Rahbeka H. Harris Deputy City Attorney	
RHH:ca 11/3/2008 Aud. Cert.: AC 2900328 Or.Dept: Office of Ethics and Ir R-2009-586	ntegrity
I hereby certify that the foregoin Diego, at this meeting of	ng Resolution was passed by the Council of the City of San
	ELIZABETH S. MALAND City Clerk
	By Deputy City Clerk
Approved:(date)	JERRY SANDERS, Mayor
Vetoed:(date)	JERRY SANDERS, Mayor

EXHIBIT A

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement ("MOA") is hereby made by and among Jeff Katz Architecture ("Proposer") and the City of San Diego ("City"), collectively referred to as the "Parties," to memorialize their acceptance of the terms of the contract resulting from the Proposer's successful proposal in response to the City's Request for Proposal ("RFP") No. 9239-08-V-RFP.

Recitals

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that, should the proposal be successful, it will be bound by the terms of the Contract Documents as defined in the RFP: including the RFP; the City of San Diego's General Provisions for Proposals dated January 18, 2005 ("General Provisions"); the proposal submitted (technical and budget volume); the City's award letter(s); the Proposer's Best and Final Offer (if any); the City's written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference;

WHEREAS, the City has determined that the Proposer's proposal is the winning proposal and intends to award the contract to the Proposer on that basis;

THEREFORE, the Parties agree to the following:

Agreement

The Parties mutually agree that, as a result of the City's acceptance of the Proposer's proposal in response to the RFP, the Parties shall be mutually bound by the Contract Documents, as defined above. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) the RFP takes precedence over conflicting terms in the General Provisions; (2) the General Provisions take precedence over conflicting terms in the proposal; and (3) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The Parties further agree that the Contract Documents, as defined above and memorialized in this MOA, constitute the entire agreement between the Parties.

Accepted and Agreed,	
City of San Diego Pr	roposer
By: By:	JEFF KAŤŽ ÄŘCHITECTURE
Date:	Date: 9 27 08
I HEREBY APPROVE the form anday of, 20	d legality of the foregoing agreement this
	MICHAEL J. AGUIRRE, City Attorney
	By:
	Deputy City Attorney

Survey Needs List December 03, 2007 Attachment A

000001	1 City Administration Building.	202 C Street	173,893	1289-A3	2. *	OF I
- 000003	1 City Administration Building. 1 Civic Theatre & Exterior Restrooms (L):	211 B Street	60,675	1289-A3	2	LC
-00000814	1 DRC, Development Review Center	1222 1st Avenue	193,671	1289-A3	2	OF ·
£ 000602	1 Clubhouse, Redwood Club, Shuffleboard & Roque (L)	3111 6th Ave.	3,400	1269-A7	3'	РВ
∴ 000783	1 Shelter, Shuffleboard	# 6th & Juniper 1990	783	1269-A7	3 .*	PB.
000447		811;S. 28th St.	2,960	1289-D6	8	LB .
~ 010013		5530 Kiowa Dr.	52,595 ±	1270-E184	7".2"	OS 🦠
010093		12238 Clairemont Mesa B	14,581	1249-J1.	7	PL 3.3
000169	1 Museum, Timken Art Gallery (L)	1500 El Prado	13,416	1289-C1	3	PB#
000640	1 Museum Of Man (L)	1350,El Prado	32,289	1269-C7	3	PB
000784	1 Museum Of Man (L) 1 Shelter, Shuffleboard, (Large)	#6th & Juniper	872	1269-A7	3	PB
001301	1 Pool, Allied, Gardens 1	6707 Glenroy St	4,332	1250-A6	7	PL
000688			116,500	1269-C7	3	PB
010034	1 Youth & Community Center, City Heights (L)	3660 Fairmount Ave	6,241 ;	1269-H6	3	RC
006719	1 Filtration Plant, Alvarado 1 Water Department, Training Facility	5540 Kiowa Drive	20,208	1270-E1	7	WP.
009981	1 Water Department, Training Facility	5510 Kiowa Drive	15,044	1250 F7	7.	OF
001282	1 Barrio Youth Facility #3 (L)(No Maint)	2165 Newton Ave.	10,075	1289-D5	8	LC
000127	1 Montgomery Field, Operations Bldg. (L)	3747 John J. Montgomery	3,630* -	1249-C3	6	AM.
- 001491	1 Community Center, Sherman Heights (L)(No Maint.)		1,636	1289-D4	8 🖺 🖫	RC
900558	1 Trailer, Eng. Dev. Field Offices	9485 Aero Dr.	14,640	1249-E4		TR ****
900062	1 Police, Trailer, Eastern, Traffic Division	9265 Aero Drive	10,800	1249-E4	6, / /:sk	TR 🦟
900506		2581 Quivera Ct. 15	720	1268-A4	2	PD'.
010010:	1 MOC 1, MWWD; Metro Ops Center	9150 Topaz Way	30,000	1229-D7	6	SP
<i>₀</i> 010009.	1 MOC 2, MWWD, Metro Operations Center	9192 Topaz Way	106,000	1229-D7	6	SP.
010367	Overlook Neighborhood Park, Comfort Station	11417 Scripps Ranch Blvd	178	1209-F2	5	cs
010372	Keiller Neighborhood Park, Comfort Station	7320 Lisbon Street	144	1290 - F3	4	cs _
010393	Dorothy Petway Neighborhood Park, Comfort Station	1375 Rigel Street	214	1289 - F6	4	CS
000604	Concessions, Halfway House, Comfort Station (L)	#10th Tee, Balboa Golf Co	1,771	1289-D1	3	GC _
000708		#Balboa Golf Course	42	1289-D1	3	GC
000343	Comfort Station & Concession, South Course, 10th Tee	11480 Torrey Pines Rd.	832	1207-H4	1	GC _
009838	Comfort Station, Dusty Rhodes Park	2400 Sunset Cliffs	736	1268-A5	2	CS
010138	Library, Earl & Birdie Taylor (Pacific Beach)	4275 Cass St.	12,500	1247-J6	2	LB _
010223	Library, Carmel Mountain Ranch	12095 World Trade Dr.	13,102	1190-A1	5	LB
900710	Library, Performance Annex, Urban Village Park	3795 Fairmont Ave.	17,601	1269-H5	3	LB
001480	Comfort Station, Hollywood Park	2500 Sumac Dr.	772	1269-H7	3	CS
000613	Clubhouse & Pro Shop, Balboa Golf Course (L)	2600 Golf Course Dr.	15,660	1289-D1	3	GC _
010369	Balboa Park, Golf Course Comfort Station	2600 Golf Course Drive	1500*	1289 - D2	3	cs_
000400	San Carlos Men's Club (L)	7380 Golfcrest Pl.	2,040	1250-F4	7	GC

			•			
000401	Clubhouse, Golf, San Carlos Pro & Coffee Shop (L)	7380 Golfcrest Pl.	13,457	1250-F4	7	GC
001231	Clubhouse, Tecolote Golf Course (L)	2755 Snead Ave.	3,350	1248-G6	6	GC PB
000782	Clubhouse & Shuffleboard, Balboa	2225 6th Ave.	960	1269-A7	3	
010304	Recreation Center, Carmel Valley (Old #900713)	3777 Townsgate Drive	23,150	1188-A6	1	RC
010238	Recreation Ctr, Pool & Comf Sta. City Hts. (Urban Village		8,833	1269 H5	3	RC
010254	Recreation Center, Hilltop Community Park	9711 Oviedo Way	4,900	1189-E2	1	RC
010280	Recreation Center, Scripps Ranch Community	11456 Blue Cypress Dr.	6,170	1210-A2	5	RC
010279	Recreation Center, Gym, Scripps Ranch Community	11454 Blue Cypress Dr.	12,078	1210-A2	5	RC
001457	Clubhouse, Colina Golf (L)	4085 52St Street	2,700	1270-A5	7	GC
900638	Comfort Station, Cowles Mountain Staging	#Golfcrest Dr. & Navajo Re	624	1250-F4	7	CS
009963	Comfort Station, Bill Cleator Park	2312 Famosa St.	864	1268-B5	2	CS
009964	Comfort Station, Cypress Canyon Community Park	11470 Cypress Canyon Ro	576	1210-C2	5	CS
010097	Comfort Station, Hourglass Field Park (L)(No Maint.)	9490 Gold Coast Dr.	1,200	1209-E4	5	CS
010360	Library, College Rolando Library	6600 Montezuma Road	20,000	1270-D2	7	LB
000517	Clubhouse, Golf, Presidio Hills Golf Course (L)	#Juan St., Old Town	1,080	1268-F5	2	GC
010317	Comfort Station, Kiowa Dr.	5540 Kiowa Dr.	316	1250-F7	7	CS
000863	Storage & Restrooms, Garage, Mount Hope Cemetery	3751 Market St.	3,200	1289-G4	4	МН
010001	Comfort Station, Clairemont Athletic	3411 Mt. Acadia Blvd.	1,000	1248-G5	6	cs
010261	Comfort Station, Scripps Ranch Community Park	11452 Blue Cypress Drive	1,292	1210 A1	5	CS
010318	Park, Ashley Neighborhood Park	13062 Ashley Falls Drive	726	1188D-5	1	cs
009843	Comfort Station, South Shores	404 Sea World Dr.	1,284	1268-C4	6	cs
010032	Comfort Station, Tecolote Park	5176 Tecolote Rd.	784	1268-F2	6	CS
010305	Recreation Center, Carmel Mountain Ranch	10152 Rancho Carmel Dr.	10,600	1189-J3	5	RC
010381	Robb Field Skateboard Park, Comfort Station	2525 Bacon Street	- 162	1267 - J5	2	CS
010383	Pacific Bch Lifeguard Tower, Comfort Station	700 Grand Avenue	1500*	1247 - H6	2	cs
010359	Recreation Center, Mountain View Community	641 S. Boundary Street	18,000	1289 - H5	8	RC
009991	Comfort Station, Pony League Field, Kearny Mesa #2	1008 Armstrong St.	887	1249-A5	6	cs
001238	Comfort Station, Archery Range	#Balboa Park	744	1269-C7	3	cs
000851	Comfort Station, 28th & Beech	#28th St. & Beech St.	575	1289-D1	3	CS
001056	Comfort Station, E. Bonita Cove	#S Mariners Way	1,200	1268-A3	2	CS
000521	Comfort Station, W. Bonita Cove	1100 W. Mission Bay Dr.	1,116	1268-A3	2	CS
001089	Comfort Station, Ocean Beach & Dog Beach Drinking Fo	u# Foot Of Brighton St.	1,185	1267-H5	2	CS
001215	Comfort Station, Chicano Park	1975 Logan Ave.	523	1289-D5	8	CS
001201	Comfort Station, Presidio Park	#Cosoy Wy.	704	1268-G4	8 2	CS
000522	Comfort Station, North Crown Point	#Lamont & Crown Point Di	1,440	1248-B7	2	cs
000576	Comfort Station, South Crown Point	#Cima & Crown Point Dr.	1,440	1248-B7	2 2 2	CS
000541	Comfort Station, Diamond Street	#End Of Diamond, W. Of I	720	1247-H6	2	CS
000579	Comfort Station, El Carmel	#El Carmel Pl. & Mission E	1,044	1267-H2	2	CS
900025	Comfort Station & Concessions, Encanto/Verna Quinn	1145 Klauber Ave.	1,072	1290-D2	4	CS
000503	Comfort Station, Emerald Hills	#Kelton At Bethune Ct.	528	1290-C1	4	CS
000834	Comfort Station, Gleason Road Bahia	#Mission Bay Ventura Cov		1268-A3	2	CS

000509	Comfort Station, Golden Hills	#25th St & Golden Hill Dr.	672	1289-D3	3	CS
000525	Comfort Station, Golden Hill/Russ	#27th St. & Russ Blvd.	776	1289-D3	3	CS
001079	Comfort Station, Gompers Park	#Hilltop Dr. & Carolina Ln.	592	1289-J2	4	CS
000508	Comfort Station, 28th & Grape	#28th St. & Grape St.	609	1289-D1	3	CS
000510	Comfort Station, Morley Field, Schneider(Jacaranda Dr.)	#Jacaranda Dr.	672	1269-D7	3	CS
000537	Comfort Station, Kate Sessions Park	#Loring St. & Soledad Rd.	672	1248-A4	2	cs
000520	Comfort Station, #1, Kearny Mesa Park	#Armstrong St.	959	1249-A5	6	CS
001046	Comfort Station, John F. Kennedy Park	4825 Ocean View Blvd.	444	1289-J5	4	CS
000540	Comfort Station, Law Street	#Foot Of Law St., Palasad	160	1247-H5	2	cs
001071	Comfort Station, Lucky Waller Park	#Palm Ave. And Beyer Blv	423	1330-C7	8	CS
001010	Comfort Station, Marston Point	# Near Fire Alarm Station	924	1289-A1	3	CS
001017	Comfort Station, Martin Luther King Park	#65th St. & Skyline Dr.	644	1290-D5	4	CS
001088	Comfort Station, Memorial Park	2902 Marcy Ave.	567	1289-E5	8	CS
000561	Comfort Station, E. Yacht Basin	#SE Corner Vacation Isle,	1,600	1268-B2	2	CS
001206	Comfort Station, West Yacht Basin	#S.E. Corner Of Vacation	1,464	1268-B3	2	CS
001077	Comfort Station, Morley Field, N.E. Corner Of Ball Park #1	#Morley Field	864	1269-D7	3	CS
001013	Comfort Station, Morley Field/Velodrome	#Near The Velodrome	528	1269-D7	3	CS
001073	Comfort Station, Mt. Etna Park	4741 Mt. Etna Dr.	784	1248-F2	6	cs
001095	Comfort Station, Mt. View Park	#40th St. & Ocean View BI	720	1289-H5	4	cs
000852	Comfort Station, 6th & Nutmeg	6th Ave. & Nutmeg St.	1,200	1269-A7	3	ĊS
001096	Comfort Station, Olive Grove Park	#Printwood Way & Mt. Abe	508	1248-H2	6	cs
001090	Comfort Station, South Pepper Grove	# South Pepper Grove	672	1289-C1	3	CS
001012	Comfort Station, North Pepper Grove	#Balboa Park	672	1289-C1	3	CS
001011	Comfort Station, Pine Grove	#8th Ave & Juniper/Balboa	672	1289-A1	3	CS
001256	Comfort Station, Pioneer Park	1535 Washington Pl.	473	1268-G5	2	CS
001091	Comfort Station, Playa Pacific 1	2590 E. Mission Bay Dr.	572	1248-E7	6	cs
001092	Comfort Station, Playa Pacific 2	2270 E. Mission Bay Dr.	1,382	1248-E7	6	cs
001093	Comfort Station, Playa Pacific 3	1920 E. Mission Bay Dr.	576	1268-E1	6	CS
001094	Comfort Station, Playa Pacific 4	1740 E. Mission Bay Dr.	375	1268-E1	6	cs
000792	Comfort Station, Quivera Basin	#S.W. Of Aquatics Headqu	598	1268-A4	2	CS
001217	Comfort Station, 6th & Redwood	#Redwood St. & 6th Ave.	590	1269-A7	3	CS
001023	Comfort Station, Marian Bear Park East	#S. Of 52, East Of Regent	406	1228-C7	6	CS
001207	Comfort Station, Marian Bear Park, Genesee	#South Of 52, East Of Ger	270	1228-F7	6	CS
001022	Comfort Station, Marian Bear Park West	#S. Of 52, West Of Clairer	406	1228-C7	6	CS
001070	Comfort Station, Silverwing	3737 Arey Dr.	555	1330-F7	8	CS
000335	Comfort Station, North Ski Beach	#3300 Ingraham Street, M	1,440	1268-B2	6	CS
000538	Comfort Station, Southcrest Park	#41st St. & Keeler Ave.	704	1289-H6	8	CS
001076	Comfort Station, Mission Point	#San Diego Pl.	432	1267-J4	2	CS
000339	Comfort Station, South Mission Beach	#Foot Of San Luis Rey Pl.	1,400	1268-A4	2	CS
000853	Comfort Station, 6th & Thorn, Near Tiny Tot Area	#6th Ave & Thorn St.	512	1269-A6	3	CS
000344	Comfort Station, Torrey Pines, N. Course, 17th Green	11480 Torrey Pines Rd.	441	1207-H4	1	GC

001016	Comfort Station, Torrey Pines, #6 North Course	1148() Torrey Pines Rd.	774	1207-H3	1	GC
010300	Comfort Station, Sage	5252 Harvest Run Drive	608	1208-D2	1	cs
001015	Comfort Station, Torrey Pines, #2 South Course	11480 Torrey Pines Rd.	756	1207-H3	1	GC
000304	Comfort Station, Tourmaline	#Tourmaline St.	1,440	1247-G5	1	CS
001087	Comfort Station, Vacation Isle	#3100 Ingraham Vacation	704	1268-A2	2	CS
010086	Comfort Station, Ventura Point	1215 West Mission Bay Dr	800*	1268-A3	2	CS
001204	Comfort Station, Vista Terrace	301 Athey Ave.	512	1350-F2	8	CS
001239	Comfort Station, Pacific Beach	720 Pacific Beach Dr.	735	1267-H1	2	CS
001269	Comfort Station, Kelly Park	#Kelly St. & Drescher St.	950	1268-J1	6	cs
001335	Comfort Station, Arbor Grove	#Pershing Dr. At Frisbee	956	1269-D7	3	cs
000549	Comfort Station, Robb Field (Old)	#Bacon & W. Point Loma	1,100	1268-A5	2	CS
900696	Comfort Station, Robb Field ,West Entrance	#W. Point Loma Blvd. & Ba	1,036	1268-A5	2	cs
001205	Comfort Station, Dennis Allen Park	#700 Block, Gateway Cent	551	1289-H2	4	CS
001312	Comfort Station, Mission Bay Youth Field	2639 Grand Ave.	722	1248-C5	2	cs
001385	Comfort Station, Mission Valley (Stadium Maintains)	#Qualcomm Stadium Prac	800*	1249-F7	6	CS
001314	Comfort Station, Tierrasanta	11220 Clairemont Mesa Bl	589	1250-A2	7	CS
001014	Comfort Station, Morley Field	#Near the Tennis Courts	988	1269-D6	3	CS
001405	Comfort Station, Sunset Point	1656 W. Mission Bay Dr.	750	1268-A3	2_	CS
001406	Comfort Station, Playa Pacifica 5 (Tecolote South)	#E. Mission Bay Dr. (Soutt	850	1268-E1	6	CS
001460	Comfort Station, Rancho Bernardo Park (Old)	18045 W. Bernardo Dr.	950	1150-A6	5	CS
900614	Comfort Station, Rancho Bernardo Park (New)	18045 W. Bernardo Dr.	950	1150-A6	5	CS
001461	Comfort Station, Canyonside Park	12350 Black Mountain Rd.	1,168	1189-D7	5	CS
001462	Comfort Station, Jarabek Park	#10150 Avenida Magnifica	1,525	1209-J4	5	CS
009936	Comfort Station, Torrey Highlands Park	4450 Lansdale Dr.	576	1188-B5	1	CS
009939	Comfort Station, North Santa Clara Point	#Behind Santa Clara Rec.	658	1248-A7	2	CS
009950	Comfort Station, Fanuel Park	4024 Fanuel St.	900	1247-J7	2	CS
009948	Comfort Station, Sabre Springs Park	12955 Sabre Springs Pkw	759	1189-H5	5	CS
010012	Comfort Station, Carmel Mountain Ranch Park	10150 Rancho Carmel Dr.	832	1189-H3	5	CS
010048	Comfort Station, Views West Park & Snack Bar	12958 La Tortola	1,750	1189-F5	1	CS
010025	Comfort Station, Linda Vista Community Park	7064 Levant St.	772	1248-J6	6	CS
010056	Comfort Station & Snack Bar, Spring Canyon Park	10907 Scripps Poway Parl	1,600	1189-H7	5 2	CS
010058	Comfort Station, Richard Henry Dana	#Chatsworth & Macaulay \$	1,100	1288-B1	2	CS
010077	Comfort Station, Carmel Creek Neighborhood Pk.	4260 Carmel Center Rd.	625	1188-B6	1	CS
900501	Comfort Station, Gaslamp Square Park (L)	164 Sixth Ave.	300	1289-B4	2	CS
010108	Comfort Station, Bay Terrace Pk.	7445 Tooma St.	656	1290-G7	4	CS
010230	Comfort Station, South Creek Neighborhood Park	12245 Wickerbay Cove	984	1190-A6	5	cs
900065	Comfort Station, Carmel Del Mar	12300 Carmel Park Dr.	950	1188-B7	1	CS
010131	Comfort Station, Westview Neighborhood Park	11298 Westview Parkway	1,024	1209-E2	5	CS
010286	Comfort Station, Fiesta Island Youth Camp	1435 Fiesta Island Rd.	1,422	1268-D1	6	CS
010292	Comfort Station, Torrey Hills (W)	4262 Calle Mejillones	1,230	1208 B3	1	CS
010289	Comfort Station, Kumeyaay(East)	10570 Father Junipero Sei	1,225	1231 A2	7	CS

010290	Comfort Station, West, Kumeyaay	Two Father Junipero Serra	1,225	1230 G6	7	CS
010307	Comfort Station, Marie Widman	6715 Imperial Ave.	655	1290-E-3	4	CS
010016	Comfort Station, Palm Ridge Park	751 Firethorn St.	772	1330-G7	8	CS
000790	Comfort Station & Concession, Skyline Park (L)	# Royal Oak Dr.	1,064	1290-H4	4	CS
009931	Golf Course, Torrey Pines, Clubhouse & Pro Shop (L)	11480 Torrey Pines Rd.	24,000	1207-H4	1	GC
009846	Comfort Station, Chollas Lake Park	6350 College Grove Dr.	600	1270-D7	4	CS
000022	Fire Station #36	5855 Chateau Drive	3,920	1248-H2	6	FS
000206	Fire Station #04	404 8th Ave.	7,120	1289-A4	2	FS
000208	Fire Station #05	3902 Ninth Ave.	4,118	1269-A5	3	FS
000214	Fire Station #07	944 Cesar Chavez Parkwa	5,883	1289-C5	8	FS
000216	Fire Station #08	3974 Goldfinch St.	3,272	1268-J5	2	FS
000217	Fire Station #28	3880 Kearny Villa Rd.	4,225	1249-B3	6	FS
000218	Fire Station #29	179 W. San Ysidro Blvd.	2,000	1350-F4	8	FS
000226	Fire Station #15	4711 Voltaire St.	3,094	1268-A5	2	FS
000229	Fire Station #17	4206 Chamoune Ave.	3,064	1269-J5	7	FS
000234	Fire Station #20	3305 Kemper St.	6,580	1268-C5	2	FS
000238	Fire Station #22	1055 Catalina Blvd.	2,348	1288-A2	2	FS
000240	Fire Station #23	2190 Comstock St.	4,022	1268-J1	6	FS
000241	Fire Station #34	6565 Cowles Mt. Blvd.	3,510	1250-H4	7	FS
000242	Fire Station #35	4285 Eastgate Mall	16,665	1228-C2	1	FS
000243	Fire Station #33	16966 Bernardo Center Dr	3,920	1170-A2	5	FS
000247	Fire Station #31	6002 Camino Rico	4,200	1250-C6	7	FS
000248	Fire Station #25	1972 Chicago St.	3,740	1268-E1	6	FS
000249	Fire Station #27	5064 Clairemont Dr.	4,216	1248-D1	6	FS
000250	Fire Station #26	2850 54th St.	2,862	1270-A7	4	FS
000251	Fire Station #30	2265 Coronado Ave.	4,992	1350-B1	8	FS
001226	Fire Station #13	809 Nautilus St.	2,600	1247-E1	1	FS
001234	Fire Station #39	4949 La Cuenta Dr.	2,395	1249-J3	7	FS
001252	Fire Station #03	725 West Kalmia St.	8,780	1288-J1	3	FS
001254	Fire Station #10	4605 62nd St.	7,250	1270-D3	7	FS
001257	Fire Station #6	693 Twining Ave.	1,800	1330-F7	8	FS
001266	Fire Station #38 (Mira Mesa)	8441 New Salem St.	3,075	1209-C5	5	FS
001267	Fire Station #40 (Penasquitos)	13393 Salmon River Rd.	7,004	1189-E4	1	FS
001270	Fire Station #9 (La Jolla)	7870 Ardath Lane	6,486	1227-H6	1	FS
001271	Fire Station #21 (Pacific Beach)	750 Grand Ave.	6,480	1247-H6	2	FS
001297	Fire Station #16	2110 Via Casa Alta	3,036	1227-J7	1	FS
001454	Fire Station #19	3434 Oceanview Blvd.	4,047	1289-G5	4	FS
009866	Fire Station #18	4676 Felton St.	6,619	1269-E4	3	FS
009881	Fire Station #42	12119 World Trade Dr.	5,100	1190-A1	5	FS
009916	Fire Station #41	4914 Carroll Canyon Rd.	7,226	1208-E7	5	FS
009982	Fire Station #14	4011 32nd St.	7,129	1269-E5	3	FS

010057	Fire Station #43	1590 La Media Rd.	9,924	1351-G1	8	FS
010303	Fire Station 37	11640 Spring Canyon Rd.	8,400	1210-A2	5	FS
10324	Carmel Valley Pool	3777 Townsgate Drive	9,000	1188-A6		1 PL
010353	Fire Station #11	945 25th Street	8,900	1289 D4	8	FS
003941	Mission Bay Golf Course	2702 N. Mission Bay Drive	6500*	1248 - C6	2	GC
010363	Mission Bay Golf Course, Clubhouse	2702 N. Mission Bay Drive	7500*	1248 - C6	2	GC
010274	Pool, Ned Baumer Aquatic Center (HVAC MAINT ONLY)	(10440 Black Mountain Rd.	12,324	1149-G3		5 PL
010398	George Steven Senior Center	570 South 65th Street	11,360	1290 - D5	4	SC
010373	Breen Neighborhood Park Comfort Station	11103 Polaris Drive	1,060	1209 - D1	5	CS
010379	Comfort Station, Highland Ranch Kleigh Park	12130 Eastbourne Road	336	1190 - B1	5	CS

212 1,443,500

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT. 1200 Third Avenue, Suite 200 San Diego, CA 92101-4195

Proposal No. 9239-08-V

REQUEST FOR PROPOSAL

Closing Date: June 26, 2008

@ 4:00 pm P.S.T.

Subject: Furnish the City of San Diego with a Consultant to provide ADA Compliance Assessment of

City Facilities

Timeline: As may be required for a period of two (2) years from date of fully executed contract, with

options to renew for three (3) additional one (1) year periods, in accordance with the attached

specifications.

Company	Name	
Federal Tax I.D. No.	[PRINT OR TYPE]	
Street Address	Signature*	
City	Title	
State Zip Code	Date	
Tel. No Fax No	* <u>Authorized Signature</u> : The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or	
E-Mail	organization to the terms of this agreement.	
If your firm is not located in California, are you authorized to collect California sales tax? Yes No	SUBMITTED PROPOSAL MUST HAVE AN ORIGINAL SIGNATURE.	
If Yes, under what Permit #	Cash discount terms %days. [Terms of less	
City of San Diego Business Tax License #:	than 20 days will be considered as Net 30 for bla evaluation purposes.	

FOR CONSIDERATION AS A RESPONSIVE PROPOSAL, THE FOLLOWING IS REQUIRED:

- 1) Proposal must be submitted on official City proposal forms.
- 2) All information on this Request for Proposal cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all proposers must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Proposal must be submitted on or before the exact closing date and time. Proposals received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:

LESLIE VALDEZ, CPPB/muw, Procurement Specialist

Phone: (619) 236-7090 Fax: (619) 533-3238 E-mail: LValdez@sandiego.gov

TABLE OF CONTENTS

I.	Bac	kground, Scope of Work, and Objective	4
	Α.	Background	
	В.	Scope of Work	4
	C.	Objective	
	D.	Terms and Definitions	
II.	Spe	cifications	
	A.	Core Requirements	
	В.	Estimated Project Timeline	7
	C.	Application Reporting System	
	D.	Survey Requirements and Deliverables	
	E.	Demonstration of Application Reporting System and Survey	
	F.		
	G.	Use of Standards Training	12
	Н.	Licenses	
	I.	Data Ownership	
	J.	Intellectual Property	
	K.	Installation, Testing and Acceptance	
	L.	Project Management Meetings	
	M.	Safety and Accident Prevention	
	N.	Records and Retention	
	O.	Proposer Implementation Plan	
	Ρ.	Qualifications and Experience	
	Q.	References	18
	R.	Optional Consulting Services	19
. [[[Príc	ing Submittal	20
111.	, , , , ,		
	A.	Price Proposal Pages - Instructions	20
	B.	Pricing For Optional Consulting Services	
	C.	Pricing Pages	
	D.	Renewal Options	
		·	
IV.	.RFP	Process	23
	A.	Procurement Specialist – Issuing Office	23
	В.	Questions	
	C.	Submission of Proposals	
	D.	Closing Date	
	D. Е.	Late Submissions	
	F.	Economy of Preparation	
	G.	Two (2) Volume Proposals	24
	Н.	Submittals Required Upon Provisional Award	26
	I.	Evaluation Committees	
	J.	Acceptability of Proposals	27

TABLE OF CONTENTS (cont.)

K.	Technical Evaluation	27
L.	Price Evaluation	
M	Negotiation	28
N.	City's Unilateral Right	
Ο.	Evidence of Responsibility	29
P.	Basis of Award.	
Q.	Incurred Expenses	29
V. Sp	ecific Provisions	30
A.	Precluded Participation	30
В.	Roles of The City of San Diego Purchasing Agent, Procurement Specialist, and	
	Contract Administrator	30
C.	Insurance Requirements	30
D.	Indemnification and Hold Harmless Agreement	
E.	General Provisions	32
F.	Exceptions	32
G.	Independent Contractor	
Н.	Subcontracting	
I.	Delays and Extensions of Time	
J.	Suspension of Work	.33
K.	Post Award Kick-Off Meeting	
L.	Business Tax License	
M.		
N.	Entire Contract Documents	
0.	Confidential Information	
P.	Federal Requirements	
Forms		
Pro	oposer's References	.36
	pposer's Statement of Subcontractors	
	poser's Statement of Financial Responsibility	
	ndor Registration Form	
Wo	ork Force	.41
	ntractor Standards Questionnaire	
	ıg-Free Workplace	
Exhibi	ts ;	
Ex	hibit A – Memorandum of Agreement	.52
Ex	hibit B – Federal Requirements for CDBG Funded Contracts	.54
EBSITE	ATTACHMENT:	

WEB

Attachment A

Survey Needs List ftp://ftp.sannet.gov/OUT/Purchasing-Contracting/9239Attach A.pdf

CO1280 BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

The City is required by federal law to comply with the requirements of the Americans with Disabilities Act (ADA), to bring all public facilities up to current Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities, including recreational facilities, play areas, comfort stations, parking lots, path of travel and outdoor developed areas. In addition, all City facilities must also comply with the California Building Code, California Code of Regulations, Title 24, Part 2 (CBC).

This Request for Proposal (RFP) is being issued in order to solicit proposals from qualified Proposers who have successfully demonstrated an ability to perform work for similar contracts and have a proven record of success in delivering the requirements of this RFP.

B. SCOPE OF WORK

The City of San Diego seeks a qualified Proposer to inspect City facilities and identify those that are in compliance or require modification to increase compliance with the ADAAG and CBC by performing a needs analysis (with options on corrective requirements), assessing the costs to bring the City into compliance with these regulations and providing a budgetary estimate of materials and labor, with a 'not to exceed' determination) to bring the City into compliance. Proposer shall create and maintain an Application Reporting System which records the inspection and assessment information per facility, and provide City staff access to and training on the use of the Application Reporting System. Proposer shall train City staff on field inspection methods and data assessment standards. Proposer shall complete the inspections, assessments, Application Reporting System, and training requirements within 18 months from date of fully executed contract. A brief summary of the requirements include, but are not limited to the following:

- 1. Perform physical inspection, needs analysis and cost estimates of City facilities identified in Attachment A (located at "ftp://ftp.sannet.gov/OUT/Purchasing-Contracting/9239Attach A.pdf"). Proposer shall inspect facilities for compliance/noncompliance with ADAAG and CBC and record noncompliance detail in Contractor furnished database (see item B.2 below).
- 2. Furnish an Application Reporting System, Contractor-hosted relational software management application (hereinafter referred to as "Application") that identifies and records data, provides cost estimates, and tracks corrections of deficiencies of the City's public buildings and facilities, in order to ensure the City's compliance with the ADA, the ADAAG, and the CBC requirements, to include on-site training and application modifications.
- 3. Training of City Staff.

4. Proposer shall complete the inspections, assessments, Application Reporting System, and training requirements within eighteen (18) months from date of fully executed contract.

Details of the requirements are delineated in Section II, Specifications.

The contract term shall be for a period of two (2) years from date of fully executed contract, with options to renew for three (3) additional one (1) year periods.

C. OBJECTIVE

The objective of this RFP is to make an award to a qualified Proposer that delivers best overall value to the City by meeting the specifications and requirements of this RFP.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

- 1. <u>ADA</u>: Americans with Disabilities Act which is federal law requiring the removal of architectural barriers.
- 2. <u>ADAAG</u>: Americans with Disabilities Act and Architectural Barriers Act (ABA) Accessibility Guidelines which are the federal guidelines for removal of architectural barriers.
- 3. <u>ADAAG for Outdoor Developed Areas</u>: Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Outdoor Developed Areas, which are in the process of being issued by the Access Board. These guidelines would include scoping and technical provisions for trails, outdoor recreation access routes, beach access routes, and picnic and camping facilities.
- 4. ADAAG for Play Areas: Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Play Areas, which have been issued by the Access Board and are awaiting adoption by the Department of Justice. These guidelines include scoping and technical provisions for ground level and elevated play components, accessible routes, ramps and transfer systems, ground surfaces, and soft contained play structures.
- 5. ADAAG for Recreation Facilities: Americans with Disabilities Act (ADA)
 Accessibility Guidelines for Buildings and Facilities; Recreation Facilities, which
 have been issued by the Access Board and are awaiting adoption by the
 Department of Justice. These guidelines include scoping and technical provisions
 for amusement rides, boating facilities, fishing piers and platforms, golf courses,
 miniature golf, sports facilities, and swimming pools and spas.
- 6. <u>Application Reporting System</u>: Contractor-hosted relational database software management application.

- 7. BAFO: Best and Final Offer.
- 8. <u>CBC</u>: The State of California Building Code, California Code of Regulations, Title 24, Part 2 regarding disabled access requirements.
- 9. <u>City Facilities</u>: City -owned buildings and facilities including, but not limited to, libraries, recreation centers, parks, fire stations, office buildings, recreational facilities, play areas, outdoor developed areas, parking lots, paths of travel and comfort stations.
- Contract Administrator: Successful Proposer's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.
- 11. <u>Cost Estimates</u>: Budgetary estimates of materials and labor, with a 'not to exceed' determination.
- 12. Must or shall: Used throughout this RFP to indicate mandatory requirements.
- 13. RS Means: A manual which contains labor and materials estimating standards.
- 14. Survey: Inspection, assessment, cost estimates, recording and reports.

II. SPECIFICATIONS

A. CORE REQUIREMENTS

Proposer shall perform the core requirements and deliverables to all facilities listed in Attachment A within an eighteen (18) month period from date of fully executed contract. The City reserves the right to add or delete City facilities as necessary. Proposer shall enter inspection and modification assessment data into Proposer provided Application Reporting System and train City staff on how to use the Application Reporting System and train a maximum of six (6) City staff on field survey and inspection methods and assessment standards. It is anticipated that trained City staff will be qualified after training to add data for additional City facilities into the Application Reporting System.

The principal responsibility of Proposer shall be to survey City facilities listed in Attachment A and provide a comprehensive report and Application Reporting System which identifies what modifications are necessary to bring the facilities into compliance with applicable ADAAG and CBC requirements. Where the requirements differ, modifications to meet the more restrictive of the ADAAG or CBC regulations must be proposed. Cost estimates shall be based upon agreed industry standard labor and material factors including recognized construction estimating data such as Robert Snow Means (RS Means). A simplified means of updating unit costs and estimates is most desirable. Additional merit shall be given to Proposers who meet the City's desire for a simplified means of updating unit costs and estimates.

B. ESTIMATED PROJECT TIMELINE

Project timeline for completion is eighteen (18) months from the date of contract award.

A tentative schedule of the project timeline is noted below. The schedule will be finalized, taking into consideration the start date of Proposer and City operational requirements.

Week 1 – 3	Kick Off Meeting: Review Application Reporting System customization requirements. Proposer modifies its existing system.
Week 3	Meeting with Proposer regarding Site Surveys: Obtain floor plans and or evacuation drawings of three (3) sites identified by the City that will be reviewed and evaluated for meeting the needs of this RFP. Proposer begins Site surveys.

Week 4-5	City reviews survey reports and data submitted by Proposer on three (3) sites surveyed. Develop ADAAG/CBC component lists from record drawings. City reviews customized Application Reporting System for acceptability and requests modifications, as required based on RFP requirements.
Week 6-7	City will compare the three (3) sites that were surveyed to validate component lists and assess condition. Update schedule agreeable by both the City and the successful Proposer.
Week 8	Monthly progress meeting and review of draft data reports.
Week 9	City staff training using Application Reporting System and field survey applications.
Week 10 – 12	Site surveys and data entry.
Week 13 – 14	Monthly progress meeting and review of data reports.
Week 15 – 19	Site surveys and data entry.
Week 20	Monthly progress meeting and review of data reports.
Week 21 – 65	Site surveys, data entry and monthly progress meeting reviews. Training of City staff to re-occur at week 40, to include Application Reporting System data entry and field survey applications.
Week 66 – 78	Site surveys, data entry and monthly progress meeting reviews. Review and submit Final Report. City staff training to be performed on a yearly basis as may be required as determined at the sole discretion of the City.
Week 79 through Contract Completion Date	Maintain Application Reporting System for use by the City, providing technical and administrative support and provide training on a yearly basis as may be required as determined at the sole discretion of the City.

C. APPLICATION REPORTING SYSTEM

- 1. Proposer shall provide a list of standard reports available from Proposer's existing Application Reporting System with proposal submittal.
- 2. Application Reporting System shall be Contractor-hosted, and shall allow City staff to take a physical survey of City buildings and facilities.
- 3. Using the most recently adopted federal ADAAG and CBC information; Application Reporting System shall tabulate the data entered by City staff and determine what corrections need to be made in order to bring the facilities into compliance with current federal and state specifications.

- 4. Application Reporting System, as modified to meet the City's needs, shall collect data for areas and facilities including, but not limited to, building facilities, recreational facilities, play areas, parking lots, path of travel and outdoor developed areas.
- 5. Application Reporting System must cite specific sections of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities, and State of California Building Code Title 24 when listing required corrections. (If changes to the CBC or ADAAG are adopted during the course of this contract, the Application Reporting System shall automatically update, recalculate, and determine if additional facility corrections are needed.)
- 6. Additional merit will be given to Proposer meeting desirable of incorporating into Application Reporting System Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Play Areas, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Outdoor Areas, and Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Recreation Areas. (Note, however, that should any of these guidelines become adopted during the course of the contract, they would become contract requirements, rather than desirables, and would be required to be incorporated into the Application Reporting System as specified in subparagraph (c) above.)
- 7. Application Reporting System shall include pre-written solutions (more than one option to remedy within the Application Reporting System is required, when applicable) for the removal of architectural barriers as options to be selected at the time of the survey.
- 8. Application Reporting System must be able to calculate prices for corrections based on standard industry cost estimates, materials and labor when entered. Cost estimates shall automatically update if a standard unit cost estimate is updated, and can be also updated by the user individually and globally. The Application Reporting System shall have the ability to allow for replacement costs (for budgetary purposes) when projects of similar scope have been completed.

- 9. Application Reporting System shall be capable of providing as needed reports, including, but not limited to, individual facility, group of facilities, by facility feature (restroom, doorways, etc), and labor and materials estimating standards. Application Reporting System shall also be capable of providing monthly and annual reports on what deficiencies have been corrected, what deficiencies have been scheduled for correction, and which are not accomplished. The base price for the application shall include up to three (3) City requested, Contractor-created custom reports.
 - a. Proposer shall provide a list of standard reports available on Proposer's existing Application.
 - b. Application Reporting System shall allow the attachment of digital photos, CAD drawings, and other data such as a Word or Excel files.
 - c. Application Reporting System must be compatible with Internet Explorer 6.0.
 - d. Application Reporting System shall be on a secure Application Service Provided (ASP) server. The Application Reporting System shall be mirrored to a secondary server, with all data backed up nightly and archived.

D. SURVEY REQUIREMENTS AND DELIVERABLES

1. Proposer shall provide a schedule indicating milestones of the survey project, at a minimum noting dates for completion of phases of work and deliverables. Significant phases to be managed include planning, assessment, and integration of data, reports, facility surveys, deliverable review and City acceptance.

Using an agreed upon schedule of facilities supplied by the successful Proposer and approved by the City, a Disability Services team comprised of City staff will contact the building occupant, City department, or responsible party necessary and coordinate facility access.

The field data collected shall be input into an Application Reporting System, created and hosted by Proposer with the characteristics pre-identified in accordance with the requirements of this RFP. The requirement is that the Proposer provides a living Application Reporting System with report generation capability to manage the City's portfolio.

Proposer shall be required to perform an initial survey of three (3) buildings to be designated by the City upon contract award. The City will review the report prepared by the Proposer on the three (3) buildings or sites and evaluate the data/reports before authorizing Proposer to proceed with conducting further surveys of the buildings and/or sites remaining on the list (Attachment A). This will include a meet and confer meeting with written notification to proceed if both parties agree on the Application Reporting System reports and survey methods. Proposer shall have forty-eight (48) hours to correct areas addressed at the meet and confer meeting with City staff.

2. Proposer shall provide a schedule showing all major milestones and deliverables of the project, updated monthly.

City facilities may have plans or drawings available for use by Proposer at the survey site. In the event that plans or drawings are not available at the survey site, Proposer shall obtain a copy of the required plans or drawings from Maps & Records. Proposer shall be responsible for providing digital photos of surveyed areas. Proposer shall provide the City with documentation of plans or drawings noting the area of the facility requiring work to be compliant with ADAAG and CBC requirements, digital photos, and other documents that support the information recorded in the Application Reporting System.

Proposer shall train a maximum of six (6) City staff in any one-year period during the length of this contract on the field survey methods and inspection processes, use of the Application Reporting System, survey technique, inspection records and the generation of data reports.

E. <u>DEMONSTRATION OF APPLICATION REPORTING SYSTEM AND SURVEY METHODS</u>

Proposer shall be required, at their sole expense and upon receipt of a written notice from the Purchasing & Contracting Department, to provide a product (Application Reporting System and survey methods) service demonstration and address questions from the Technical Evaluation Team for duration of up to two (2) hours, including a question and answer session. Proposer shall be notified in writing at least seven (7) calendar days in advance of the scheduled demonstration.

A demonstration will allow the City to evaluate criteria including, but not limited to Proposer's solution as it pertains to the City's vision and requirements and serviceability. The City shall be the sole judge of the suitability and acceptability of any proposal or demonstration.

F. <u>USE OF STANDARDS</u>

Any and all adopted Americans with Disabilities Act Accessibility Guidelines (ADAAG), including any ADAAG guidelines adopted during the course of the contract, i.e. ADAAG for Play Areas, ADAAG for Recreation Areas, ADAAG for Outdoor Developed Areas, etc.), California Building Code Title 24 (CBC), RS Means manual for labor and materials estimating standards, City of San Diego standard drawings and City access policies shall be followed.

G. TRAINING

Proposer shall provide the following:

1. Field Survey Training:

- a. Provide Training on field Survey methods and Survey Standards. (It is anticipated that Trained City Staff will add data for additional City facilities into the Application Reporting System). Training must cover methods of determining facility ADAAG/CBC compliance and recording data into Application Reporting System.
- b. Training shall consist of at least thirty-two (32) hours (four (4) days) of on site training for a maximum of six (6) City staff.
- c. Training shall be reviewed and provided on a yearly basis to City staff during the contract term as components are added and staff changes.

2. Application Reporting System Training:

- a. Provide on site Application Reporting System training for a maximum of six
 (6) City staff. Proposer shall provide a description of the training plan offered.
- b. Training must include how to utilize the inspection method and inspection system, developing modification projects, with a comparison across facilities surveyed, and report creation and execution. Training shall consist of at least thirty-two (32) hours (four (4) days) of on site training for a maximum of six (6) City staff.
- c. All training shall be provided in the City of San Diego computer training room.

- d. Proposer shall provide additional over the telephone Question and Answer type support 8:00 a.m. through 5:00 p.m. Pacific Time, Monday through Friday except on City recognized Holidays, for the length of the contract period.
- e. Proposer Question and Answer support will be provided via a toll free telephone number for the length of the contract period.
- f. Proposer shall provide an electronic or printed user manual. The City shall have the rights to make unlimited copies of the manual for internal City users.
- g. Training shall be reviewed and provided on a yearly basis to City staff as components are added and staff changes.

H. LICENSES

1. Licensing:

Licensor, as the sole owner and titleholder of the Application Reporting System described in this Section II, hereby grants Licensee the right and license to use the Application Reporting System only under the terms of this Agreement. Subject to the terms of this Agreement, Licensee shall have a non-exclusive, non-transferable, perpetual license to use the Application Reporting System solely for internal business purposes in the following manner: (1) use on computers owned by Licensee or on computers operated by any employee or agent of Licensee; (2) use on an internal client/server or Intranet computer network managed and operated by Licensee for employee use only; and (3) use on an extranet computer network of Licensee that grants access to selected stakeholders for the purposes of working with Licensee (e.g. residents, contracts, consultant, etc.).

2. Compatibility:

- a. The Application Reporting System must be compatible with Internet Explorer version 6.0.
- b. The Application Reporting System must be compatible with Microsoft Office 2007.

3. Hosting:

a. The Application Reporting System must reside on a system hosted by the Proposer or City approved subcontractor.

- b. Proposer must keep Application Reporting System on a secure ASP hosted server.
- c. Proposer must provide a means to back up the data.
- d. City shall have administrative rights to set up User IDs for City staff.
- e. Proposer must provide maintenance, support and system/software updates.

4. Support:

- a: Proposer shall provide Question and Answer telephone support during the hours of 8:00 a.m. through 5:00 p.m., Pacific Time, Monday through Friday except on City recognized Holidays, for the length of the contract period. Observed City Holidays: New Year's Day, Presidents Day, Martin Luther King Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.
- b. Proposer shall provide Application Reporting System technical support via a toll free telephone number for the length of the contract period.

5. System Performance:

- a. System must be available for City use from 7:00 a.m. through 6:00 p.m. Pacific Time, Monday through Friday, except on City recognized Holidays, for the length of the contract period.
- b. System must be available and working 98 percent of the time during these hours. Contractor shall supply quarterly statements showing the system availability. If system has performance problems the Contractor must commit to correcting within four (4) hours.
- c. Proposer must notify the City in advance of all planned downtime and/or system modifications or upgrades.

I. DATA OWNERSHIP

City retains for itself ownership and rights of ownership to all survey data entered into the Proposer's Application. Proposer acknowledges that City retains ownership and rights of ownership to all of its data. Proposer shall not, without the written consent of the City, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this Agreement.

INTELLECTUAL PROPERTY

1. Ownership of Application Reporting System

City acknowledges that Contractor is the agent of the owner or is the owner of the Application Reporting System and documentation, including its source code, object code, and documentation, and that these shall remain the exclusive property of Contractor. All applicable patents, trademarks, copyrights, trade secrets and other proprietary rights are and shall remain in Contractor.

2. Works for Hire

Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection that are developed as stand alone custom applications, enhancements or "plug-ins" to the underlying software solution specifically related to the Contractor's performance of the RFP or subsequent Contract (Works) shall constitute a "work-for-hire" as that term is defined in the Copyright Act of 1976 (Act), as amended. As a result, all right, title and interest in and to all such Works shall vest jointly with the Contractor and City, including without limitation all copyrights and other intellectual property rights therein. If, for any reason, Works are not deemed to be a work for hire, Contractor hereby grants, transfers, sells and assigns, royalty free, to the City all rights, in and to said Works, including all copyrights and other intellectual property rights. The Contractor further agrees to execute and deliver to the City a confirmatory grant and assignment of the rights in and to the Works and to execute any other proper document the City deems necessary to ensure the complete and effective transfer of the interest and rights in Works to the City.

In the event that Contractor utilizes a sub-contractor(s) for any portion of the Works that is in whole or in part of the specified deliverable(s) to the City, Contractor shall include a statement in the Contractor-subcontractor agreement (Subcontractor Agreement) that identifies that the deliverable/Works product to the City is a work-for-hire as defined in the Act and that the intellectual property rights in the deliverable/Works product, whether arising in copyright, trademark, service mark or other belongs to and shall vest in the City as set forth in the preceding paragraph. Further, the Subcontractor Agreement shall require that the subcontractor grants, transfers, sells and assigns, royalty free of charge, to the City, all rights in and to said Works/deliverable, including all copyrights and other intellectual property rights.

3. Intellectual Property Warranty and Indemnification

The Contractor represents and warrants that any materials or deliverables, including all Works, provided pursuant to this RFP or subsequent Contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials, or Works provided pursuant to this RFP or subsequent Contract become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify and hold harmless the City. its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided pursuant to this RFP or subsequent Contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this RFP or subsequent Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

K. INSTALLATION, TESTING AND ACCEPTANCE

Upon award of the contract, the Contractor shall have thirty (30) calendar days to complete the customization of the Application Reporting System with current state of CBC, and all other requirements as specified in Section II.

The City will evaluate the Application Reporting System upon receipt and request any modifications prior to acceptance.

The City's Contract Administrator(s) or designee(s) shall inspect the work to determine if the specifications have been met in accordance with the Contract. The City reserves the right to determine acceptability. The City shall tie payment of invoices to the deliverables and will authorize payment after the City's acceptance.

L. PROJECT MANAGEMENT MEETINGS

Proposer may be required to attend periodic meetings during the term of the contract to discuss Proposer's performance. Meetings, should one or more be required, shall be scheduled at the City's request any time during the term of the Contract. At such meetings, the City will provide Proposer with feedback and will note any deficiencies in contract performance and provide Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Proposer's performance.

Proposer shall work with City staff to plan survey times, dates and facility access. Meetings (monthly) shall be scheduled as required during the length of contract as determined at the sole discretion of the City.

M. SAFETY AND ACCIDENT PREVENTION

Proposer must comply with all applicable federal, state, county or municipal safety and accident prevention requirements, such as Occupational Safety and Health Administration (OSHA), a regulatory office of the U.S. Department of Labor.

N. RECORDS AND RETENTION

Upon contract expiration or termination of the contract, the Proposer shall provide electronic copies of the data collected and recorded to the designated Contract Administrator. Data format will be agreed upon by both City and Proposer.

O. PROPOSER IMPLEMENTATION PLAN

Proposer will provide detailed processes through which they intend to manage the scope of work, providing the inspections, assessments, Application Reporting System, and training requirements within eighteen (18) months from date of fully executed contract.

P. QUALIFICATIONS AND EXPERIENCE

Survey staff shall be able to prepare materials, including, but not limited to, agendas, minutes, meeting notes, correspondence and final reports. Survey staff shall have strong research and technical writing skills, strong observations skills, attention to detail, the ability to work independently, the ability to be responsive and flexible to input and direction from City staff and the ability to produce high-quality written materials within specified timelines agreeable to both the City and the successful Proposer.

- 1. Proposer shall provide a list of their expertise in conducting facility surveys based on ADAAG and/or CBC.
- 2. All Survey staff shall have a minimum of three (3) years experience in conducting access surveys for compliance with the Americans with Disabilities Act using ADAAG as well as knowledge and experience in applying the access regulations contained in the CBC.
- 3. Proposer shall identify the dedicated individual(s), key personnel including name, title and relevant experience who will be responsible for the following areas:
 - a. Overall Project Manager; list qualifications and experience that this person has related to this RFP and survey/data collection.

- b. Survey Team Leader; list qualifications and experience that this person has related to this RFP and survey/data collection.
- c. Survey Team Members; list qualifications and experience that this person(s) has related to this RFP and survey/data collection.
- d. Application Reporting System support and report developers; list qualifications and experience that this person(s) has related to this RFP and survey/data collection.
- 4. The Proposer shall submit resumes for each Project Manager and key personnel who will be involved in the project. The Proposer shall provide contact information, including e-mail address, for the Project Manager, Survey Team Leaders and Survey Team Members.
- 5. The City's dedicated Project Manager and Survey Team Leader shall be accessible, at the minimum, by e-mail and telephone numbers with an area code of 619, 858, 760 or a toll free number, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, excluding City holidays.
- 6. The Proposer, prime and subconsultants, if any, shall submit a list, which indicates all prime contracts and/or amendments awarded to the Consultant team from the City of San Diego for the last three (3) years. The list shall include a short description of the project, the project scope of work, award date, completion date, name of Consultant team's assigned Project Manager, name of City's Project Manager, and portion (percent) of work to be assigned to the subconsultant (refer to Forms section).

Q. REFERENCES

Proposers are required to provide three (3) references to demonstrate successful performance of work of similar size and scope for a government agency during the past three (3) years as specified in this RFP. Proposer shall note the name of the jurisdiction, project manager, address, telephone number and type of work performed (use Reference form in the Forms section of this RFP). Proposers must demonstrate that they are properly equipped to perform the work as specified in this RFP. This will enable the City to judge product reliability, performance, and other information. The City reserves the right to contact references not provided by the Proposer.

Proposers are required to provide for each reference, a sample copy of reports (a minimum of two (2) types of reports per reference) prepared for the government agency reference. The Technical Evaluation Committee for this RFP will evaluate the reports submitted by Proposers.

R. OPTIONAL CONSULTING SERVICES

Proposers should provide optional consulting services related to the scope of work and in accordance with this RFP which may be used during the Contract at the discretion of the City. Optional consulting services may be required on an as-needed basis throughout the term of this contract. The City and the Proposer shall mutually agree on the optional consulting service price on the basis of task(s) and as specified in Section III.B of this RFP.

III. PRICING SUBMITTAL

A. PRICE PROPOSAL PAGES - INSTRUCTIONS

Proposers shall submit their proposal for pricing on the following City's Price Proposal pages. Using the enclosed Price Proposal pages will help ensure consistency in the price evaluation. The Price Proposal pages are to be completed in full and shall be incorporated herein. Only the City's Price Proposal pages will be accepted with the exception of pricing for optional consulting services. Any deviations from the Price Proposal pages may be considered non-responsive and unacceptable.

Fixed price shall be inclusive of all fees and costs of operations, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City, including subcontractors. No other charges will be considered. Payment to be made in arrears for services rendered.

Evaluation of award will be based on a fixed price (lump sum total) of items on the Pricing Page, all costs inclusive for the core requirements and deliverables as specified in Section II of this RFP and Attachments. No other charges will be considered. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed. Price evaluation will be based on prices entered on the City price pages only.

For evaluation purposes, prices are requested for a total calculated one (1) year period, where applicable, although the initial contract period is two (2) years from fully executed contract.

B. PRICING FOR OPTIONAL CONSULTING SERVICES

Pricing for optional consulting services will not be included in the evaluation of this RFP. Proposer may submit, at its discretion, an attachment which reflects pricing for other services that may be provided within the scope of work. Prices shall include firm-fixed fully-burdened hourly labor rates for key personnel for the period of two (2) years from the date of award with options to renew for three (3) additional one (1) year periods. Expenses will be reimbursed by the City on the basis of fairness, reasonableness, and expenses considered customary by the City. All reimbursable expenses shall be approved by the City in advance.

C. PRICING PAGES

FIXED PRICING FOR CORE REQUIREMENTS AND DELIVERABLES (RFP SECTION II)

I Item#	Description Control of the Control o	Fixed Price
1.	Customization of Application Reporting System	\$
	(One-Time Fee and as specified in Section II – Specifications)	
2.	Administrative Fee – Application Reporting System (Fixed Price = Monthly Fee x 12)	\$
3.	Training (One-Time Fee for Yearly Training Requirements)	\$
4.	Licensing Fee for Application Reporting System (Price Per Year)	\$
5.	Report Cost (Reports above Three (3) Reports Provided per Month at No Cost)	\$
6.	Survey as specified in Section II.B.1: 100 Square Feet – 1,000 Square Feet	\$
7.	Survey as specified in Section II.B.1: 1,001 Square Feet - 5,000 Square Feet	\$
8.	Survey as specified in Section II.B.1: 5,001 Square Feet – 25,000 Square Feet	\$
9.	Survey as specified in Section II.B.1: 25,001 Square Feet - 50,000 Square Feet	\$
10.	Survey as specified in Section II.B.1: 50,001 Square Feet - 100,000 Square Feet	\$
11.	Survey as specified in Section II.B.1: 100,001 Square Feet – 300,000 Square Feet	\$

D. RENEWAL OPTIONS

The City reserves the right to exercise an option to renew the contract for three (3) additional one (1) year periods beginning on the anniversary of the commencement of service of the current contract period under the terms and conditions of the current contract. The renewal is contingent on a mutual agreement between the City and the Proposer with such agreement to be confirmed in writing prior to the expiration of the contract period. Either the City or the Proposer may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

The City will not grant an option, if the contractor requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms, conditions and pricing of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

IV. RFP PROCESS

A. PROCUREMENT SPECIALIST - ISSUING OFFICE

Proposers who have received this Request for Proposal, (RFP) from a source other than the Procurement Specialist listed on the cover page should immediately contact the Procurement Specialist and provide their name and mailing address in order that addenda to the RFP, or other communications, can be sent to them. Proposers who fail to notify the Procurement Specialist with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

B. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Office listed on the cover page no later than May 20, 2008. Such requests should contain the following: "QUESTIONS: 9239-08-V-RFP". Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail Leslie Valdez at LValdez@sandiego.gov. It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

C. SUBMISSION OF PROPOSALS

Proposals shall be:

- 1. Submitted in the format set forth herein;
- 2. Made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address);
- 3. Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Contractor to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal;
- 4. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);

- 5. Separated into Technical and Price Proposal Volumes; and
- 6. Addressed to the Procurement Specialist identified on the cover page of this RFP.

Proposers must submit one (1) original and five (5) copies of the Technical Volume plus one (1) original and five (5) copies of the Price Proposal Volume sealed under separate cover. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

D. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the Proposals. The names of Proposers will not be released until announcement of award.

E. LATE SUBMISSIONS

Proposers mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Any Proposal, modifications to Proposals, request for withdrawal of Proposals, or Best and Final Offers (BAFO) arriving after the closing date and time will be considered late and will only be accepted in accordance with the applicable City of San Diego's General Provisions for Proposals. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of Proposers. A record of late submission, request for withdrawal, modification of a Proposal, or BAFO shall be made in the appropriate procurement file.

F. ECONOMY OF PREPARATION

Proposers shall prepare each Proposal simply and economically, providing a straightforward, concise description of Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

G. TWO (2) VOLUME PROPOSALS

The selection procedure for this procurement requires an independent evaluation of the technical and price Proposals. This separation allows for evaluation of technical Proposals on their technical merit only. Consequently, Proposers shall submit their Proposal in two (2) separately sealed volumes as specified below.

1. Volume I – Technical Proposal

a. Executive Summary

The Executive Summary shall contain a brief narrative summary of how the Proposal meets the needs of the City incorporating Proposers' understanding of the background, scope of work, and objective as specified in Section I of the RFP.

b. Section II, Specifications

The information specified herein must be addressed in the technical Proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point of the RFP. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated Specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Additionally, Proposers must explain any exception or deviation from the requirements in accordance with the applicable General Provisions for Proposals. Proposers should also include any other information they feel may be of benefit to the City.

Proposers are urged to read the Contract Documents very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of the Contract Documents by the Proposer shall not relieve the Proposer of responsibility to perform the contract.

c. Additional Submittals/Forms

- (1) Proposer's References (use form on page 36) and reports as specified in Section II, paragraph Q on 18).
- (2) Proposer's Statement of Subcontractors (use form on page 37).
- (3) Documents as specified in Section II, paragraph A Core Requirements.
- (4) Documents as specified in Section II, paragraph P Qualifications and Experience on page 17.
- (5) Work Force Report (use form on pages 41-43).

d. Alternative Proposals

If Proposer has offered goods or services which are responsive, Proposer may thereafter include with the Proposal any additional proposals or alternatives that are not "equals" but that Proposer believes may meet or exceed City's requirements and that offer City additional advantages or benefits. City reserves the right to evaluate and accept or reject such Alternative Proposals as though they were part of the original Specifications without advertising for further Proposals or to re-advertise based on such Alternative Proposals when in the best interests of the City. An Alternative Proposal must be submitted on the same forms provided by the Purchasing Agent, with adequate information for the City to evaluate the costs and benefits.

2. Volume II - Price Proposal

This volume consists of and must contain the following items. Proposers shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume.

a. Completion and Signing of the RFP Cover Page

Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Contractor to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal.

b. Price Proposal Pages

Proposers shall submit pricing Proposals on the City's Price Proposal pages, unless otherwise stated in this RFP.

c. Additional Submittals/Forms

- (1) Proposer's Statement of Financial Responsibility as specified in Section IV, paragraph L (use form on page 38).
- (2) Vendor Registration form (use form on pages 39 and 40).
- (3) Contractor Standards Questionnaire (use form on pages 44-48).
- (4) Contractor Certification Regarding Drug-Free Workplace Compliance (use form on pages 49-51).

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

- 1. Insurance requirements as specified in Section V, paragraph C on pages 30-31.
- 2. Taxpayer Identification number (W-9) as specified in General Provisions dated January 18, 2005 (see Section V, paragraph E on page 32).

3. Business Tax License as specified in Section V, paragraph L on page 33, if not currently on file.

I. EVALUATION COMMITTEES

The Purchasing Agent shall establish separate technical and price evaluation committees to review and rate Proposals. The price evaluation committee may be composed of the Procurement Specialist and any other individuals appointed by the Purchasing Agent. The technical evaluation committee shall be composed of other individuals appointed by the Purchasing Agent.

J. ACCEPTABILITY OF PROPOSALS

The Procurement Specialist shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a Proposal. The Procurement Specialist shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Specialist may waive or permit to be cured minor irregularities or minor informalities in Proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest.

The City may accept other than the lowest priced offer. The Procurement Specialist may conduct discussions with Proposers in any manner deemed necessary to best serve the interests of the City. The Procurement Specialist may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Procurement Specialist may reject in whole or in part any and all Proposals if such is in the City's interest.

K. TECHNICAL EVALUATION

The Technical Evaluation Committee (TEC) shall conduct its evaluation of the technical merit of the Proposals in accordance with this solicitation. The Proposer must satisfy and explicitly respond to all requirements of this RFP, including a detailed explanation of how each item listed in this RFP is to be met. The last phase of this technical evaluation will be the ranking by the TEC of each qualified Proposal on technical merit.

The criteria that will be used by the TEC for the technical evaluation of Proposals for this procurement are listed below in decreasing order of importance.

- 1. Past Performance as indicated by References;
- Demonstration;

- 3. Executive Summary and Specifications; and
- 4. Qualifications and Experience.

The TEC may request additional technical assistance from any source.

L. PRICE EVALUATION

The separate Price Proposal Volume will be distributed to the Price Evaluation Committee. This information will then be used to establish a ranking.

Proposers are required to submit, with their price Proposal, a statement of financial responsibility as specified in the Forms Section. This document will be used in determining the Proposers' financial responsibility.

Additionally, the City reserves the right to require, during Proposal evaluation, that Proposers provide a copy of their most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. These documents may be relied on in further determining Proposers' financial responsibility.

M. NEGOTIATION

The City has the right to accept the Proposal, which serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals.

Proposers, who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may be asked to discuss their Proposals with the City to facilitate arrival at a contract most advantageous to the City. If the Procurement Specialist determines that discussion is in the best interest of the City, the Procurement Specialist will advise Proposers in the competitive range to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Specialist determines either that discussions are not in the best interests of the City or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions;

- (b) because the time of delivery or performance does not permit discussions; or
- (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

N. CITY'S UNILATERAL RIGHT

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the City.

O. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Specialist may require Proposer to submit such additional information bearing upon Proposer's ability to perform the contract as the Procurement Specialist deems appropriate. The Procurement Specialist may also consider any information otherwise available, but not limited to price, technical merit, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposer.

P. BASIS OF AWARD

The Procurement Specialist will recommend contract award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP, including price.

Technical ranking of Proposals will be combined with the corresponding price ranking to determine a final ranking for each Proposal. Technical merit will have greater weight than price. However, the more closely Proposals are ranked technically, the more important price will become.

This RFP shall be awarded by type of exam or any combination of exam type and drug testing or as a lot, as may be in the best interest of the City.

Award of this contract shall be in accordance with City approval requirements which may include Mayoral or City Council approval.

Q. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a Proposal or best and final offer or in making an oral presentation or demonstration.

V. SPECIFIC PROVISIONS

A. PRECLUDED PARTICIPATION

The successful Proposer to this RFP will be precluded from participation in any follow-up contracts related to or that incorporate the findings of this RFP.

B. ROLES OF THE CITY OF SAN DIEGO PURCHASING AGENT, PROCUREMENT SPECIALIST, AND CONTRACT ADMINISTRATOR

The Procurement Specialist is the City of San Diego's authorized representative for all pre-contract matters related to this contract. Throughout the duration of the contract, the Purchasing Agent shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing, or any other sections in accordance with the applicable General Provisions for Proposals. The City's Contract Administrator or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Contract Administrator or designee shall have no authority to modify any provisions of this contract. Other City staff or elected officials have no authority to respond on behalf of the City. Contact with other City staff or elected officials may be grounds for disqualification of proposal.

C. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the Proposal to be rejected as non-responsive and not acceptable. The Proposer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled. At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Proposer's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from insurers licensed in the State of California, rated at least "A-, VI" or better by the current A.M. Best Key Rating Guide and approved by the City. Non-admitted surplus lines insurers may be accepted provided they appear on the current California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet City requirements.

The following coverage shall be required:

- 1. Commercial General Liability with coverage for bodily injury, including death, and property damage with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Coverage shall be written on an occurrence form which shall be endorsed to provide that it is primary and non-contributory to any insurance carried by the City. In addition, the City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement, CG2010 (11/85) or equivalent.
- 2. Automobile Liability coverage with limits of at least one million dollars per occurrence combined single limit (\$1,000,000.00 CSL) for owned, non-owned and hired vehicles ("any auto"). The City, its elected officials, officers, employees, agents and representatives shall be named as additional insured's pursuant to a separate endorsement unless the coverage is written on a standard ISO CA 00-01 policy in which case, no separate endorsement is required although the additional insured status must be noted on the certificate.
- 3. Worker's Compensation insurance in an amount to satisfy statutory requirements for all employees subject to the California Labor Code provisions; in addition, Employer's Liability coverage with limits of at least one million dollars (\$1,000,000.00) per employee shall be provided. The policy shall be endorsed to include a waiver of subrogation in favor of the City.
- 4. Professional Liability insurance is required. The successful Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the successful Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.
- 5. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions applicable to any of the above-referenced coverage requirements are the sole responsibility of the Proposer and must be disclosed to and acceptable to the City at the time evidence of insurance is provided.

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

E. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Proposals, dated January 18, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this Proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.By signing and/or authorizing the Proposal submittal, the Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this Proposal.

F. EXCEPTIONS

If a Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of <u>all</u> provisions of the specifications and General Provisions.

G. INDEPENDENT CONTRACTOR

It is understood and agreed that the Proposer is an independent Contractor of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the successful Proposer. If the successful Proposer employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the City, but rather they shall be employees or Subcontractors of the successful Proposer, and the successful Proposer bears full responsibility for compensating those persons.

H. SUBCONTRACTING

The successful Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of the Contract Administrator.

I. <u>DELAYS AND EXTENSIONS OF TIME</u>

- 1. The successful Proposer agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.
- 2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the successful Proposer, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the successful Proposer or the Subcontractors or suppliers.

J. SUSPENSION OF WORK

The Contract Administrator unilaterally may order the successful Proposer in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

K. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation shall be required to attend a post award contract kick-off meeting to be scheduled by the Contract Administrator as specified in Section II, Specifications, at no additional cost to the City. The Contract Administrator will communicate the date, time, location, and agenda for this meeting to the Proposer.

L. <u>BUSINESS TAX LICENSE</u>

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

M. CONTRACTOR STANDARDS CLAUSE

This proposal is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32, adopted by Ordinance No. O-19383. All Proposers are required to complete and return with the proposal the Contractor Standards Questionnaire included with this Request for Proposal. The Contractor Standards Rules and Regulations are available at www.sandiego.gov/purchasing or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

N. ENTIRE CONTRACT DOCUMENTS

Once the City issues a letter of Award to the apparent successful Proposer and Memorandum of Agreement is fully executed by all signatories, a binding Contract is deemed executed by all Parties, subject only to the Proposer providing all requisite provisional award documentation, such as certificates of insurance and bonds to the Purchasing & Contracting Department within ten (10) calendar days. Failure to provide requisite information or documents may result in the apparent successful Proposal being rejected as non-responsive.

The Contract will be deemed to incorporate the City's Request for Proposal (including Exhibit B, "Federal Requirements"), the City of San Diego's General Provisions for Proposals dated January 18, 2005 ("General Provisions"); the proposal submitted (technical and budget volume); the City's award letter(s); the Proposer's Best and Final Offer (if any); the City's written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference, which will be memorialized on a Memorandum of Agreement form (See Exhibit A). Collectively, these documents will be known as "the contract documents" and will constitute the entire agreement between the parties. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) Exhibit B to the RFP takes precedence over conflicting terms in the RFP; (2) the RFP takes precedence over conflicting terms in the General Provisions; (3) the General Provisions take precedence over conflicting terms in the proposal; and (4) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

O. CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked confidential or proprietary, it will be protected and treated with confidentiality to the extent permitted by law. However, it will be the Proposer's

obligation and expense to defend any legal challenges seeking to obtain said information.

P. FEDERAL REQUIREMENTS

This contract is funded in whole or in part by Community Development Block Grant (CDBG) funds. Contractor shall comply with all applicable federal laws, ordinances, regulations, and permits, including, but not limited to, federal CDBG financial and contractual procedures set forth in 24 CFR 570.502(b). Federal requirements for CDBG-funded contracts are set forth in Exhibit B to this RFP, and incorporated by reference. *PLEASE NOTE THAT FEDERAL CBDG REQUIREMENTS ARE SUBJECT TO CHANGE, AND THAT THE CITY IS CURRENTLY IN THE PROCESS OF UPDATING ITS CONTRACT PROVISIONS FOR CDBG-FUNDED PROJECTS. TO THE EXTENT THE REQUIREMENTS IN EXHIBIT B REQUIRE UPDATING PRIOR TO AWARD, THE CITY WILL ISSUE AN ADDENDUM TO THIS RFP NOTIFYING ALL PROPOSERS OF THE CHANGES.

PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of three (3) references where work of a similar size and scope was performed for a government agency within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

Refer to Section II, paragraph Q on page 18 regarding report submittal requirements.

REFERENCES

Name of Jurisdiction:	Project Mgr. Name:	
Address:	Phone Number:	
	Fax Number:	
Dollar Value of Contract: \$	Contract Dates:	
Requirements of Contract:		
	· · · · · · · · · · · · · · · · · · ·	
	Project Mgr. Name:	
Address:	Phone Number:	
	Fax Number:	_
Dollar Value of Contract: \$	Contract Dates:	
Requirements of Contract:		
Name of Jurisdiction:	Project Mgr. Name:	
Address:	Phone Number:	
	Fax Number:	
Dollar Value of Contract: \$	Contract Dates:	
Requirements of Contract:		
· · · · · · · · · · · · · · · · · · ·		

PROPOSER'S STATEMENT OF SUBCONTRACTORS

The Proposer is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of proposal. NOTE: Add additional pages if necessary.

Company Name:	Contact Name:
Address:	Phone Number:
	Fax Number:
Percentage of dollars of the sub compared	to total contract value:%
What work will be assigned to this Subcon	tractor?
·	<u> </u>
Company Name:	Contact Name:
Address:	Phone Number:
	Fax Number:
Percentage of dollars of the sub compared	to total contract value:%
What work will be assigned to this Subcont	ractor?
Company Name:	Contact Name:
Address:	Phone Number:
,	Fax Number:
Percentage of dollars of the sub compared (to total contract value:%
What work will be assigned to this Subcont	ractor?

PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Proposer is requi	ied to furnish ociow a statemen	ant of financial responsionity, except when the
proposer has previous scope.	sly completed contracts with th	he City of San Diego covering work of simila
I,		, certify that my
company,		has sufficient operating
		e services identified in these contract
specifications for a m	inimum of two (2) full months	s. I agree that upon notification of
provisional award, I w	vill promptly provide a copy or	of my company's most recent balance sheet,
or other necessary fina	ancial statements, as supportin	ng documentation for this statement, if
requested. I understan	nd that this balance sheet, as w	vell as any other required financial records,
will remain confidenti	ial information to the extent all	llowed under the California Public Records
Act.		
I certify under penalty	of perjury under the laws of t	the State of California that the information
contained in this state	ment is true and correct.	
Dated:	Signature:	

Vendor Registration Form



The City of San Diego

Purchasing and Contracting Department

Vendor Registration

	Vondor (ID
Firm Informat	ion
Firm Name:	
Firm Address:	THE RESERVE THE PROPERTY OF THE PARTY OF THE
City:	State: Zip:
Phone:	Fax: Fax:
Taxpayer ID:	Business License:
Website:	THE RESERVE OF THE PROPERTY OF
Contact Inform	
Name:	
Title:	The state of the s
Email:	The state of the s
Phone:	Cell: Line Control of the Control of
Address to Wh	ich Bids Should Be Sent (if different from above) Check here if same from above
Mailing Address:	
City:	State: Zip:
Contractor Lic	enses
License Number:	License Type:

Form continues on reverse side

Ownership Classification.

Classification:

(* select from the list of Ownership Classification Codes provided below)

Check here if Certified by Agency:

Certification #:

Agency:

Certification #:

Agency:

Ownership Classification Codes:

MBE/African American

MBE/Hispanic

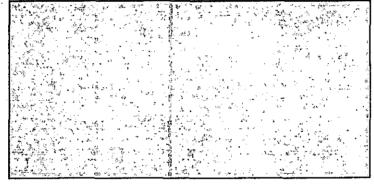
(Minority Business Enterprise/African American)

MBE/Hispanic

(Minority Business Enterprise/Hispanic)

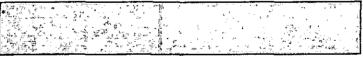
MBE/Hispanic (Minority Business Enterprise/Hispanic) MBE/Asian (Minority Business Enterprise/Asian) MBE/Pacific Islander (Minority Business Enterprise/Pacific Islander) MBE/Native American (Minority Business Enterprise/Native American). WBE (Women Business Enterprise) DBE (Disadvantaged Business Enterprise) DVBE (Disabled Veteran Business Enterprise) OBE (Other Business Enterprise)

Product/Services Description:



Product/Services Information:

NAICS Codes:



*select from a list of available NAICS Codes either from the website http://www.census.gov/epod/www/naics.html and select 2007 NAICS codes 6 digit only or from a hard copy available at Purchasing and Contracting



THE CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING
1010 SECOND AVENUE, SUITE 500
SAN DIEGO, CA 92101
PHONE (619) 533-4464 • FAX (619) 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

• •	ent □ Insurance Company □ Other
Name of Company:	
ADA/DBA:	·
Address (Corporate Headquarters, where app	plicable):
City: County:	State: Zip:
Telephone Number: () Fax	Number: ()
Name of Company CEO:	
Address(es), phone and fax number(s) of cor	mpany facilities located in San Diego County (if different from above):
Address:	
City: County:	State: Zip:
Telephone Number: () Fax	Number: ()
Type of Business: Type	e of License:
The Company has appointed:	<u> </u>
	er (EEOO). The EEOO has been given authority to establish, disseminate and enforce licies of this company. The EEOO may be contacted at:
Address:	
Telephone Number: ()	
	Diego Work Force and/or ☐ Managing Office Work Force
	(Firm Name)
(County)	(State)
hereby certify that information provided here	in is true and correct. This document was executed on this day of, 20
(Authorized Signature)	(Print Authorized Signature Name)

Proposal No. 9239-08-V			·	· <u></u> -	 _	<u> </u>								·
WORK FORCE REPORT - I	Page 2			<u>.</u>			_	<u>-</u>	-	_				
NAME OF FIRM:				DA	ΓE:		•							
INSTRUCTIONS: For each occup row provided. Sum of all totals sho full or part-time basis. The followi	ould be	equal t	o your	total v	vork fo	rce. In	clude a	ll those	e emplo	yed by	your o			
(1) African-American, Black (2)	Latino,	, Hispa	nic, M	exican-	Ameri	can, Pu	erto Ri	ican,	(3) As	ian, Pa	cific Is	lander		
(4) American Indian, Eskimo (5)	Filipin	o (6) Cau	casian	(7) Othe	r ethnic	city; no	t fallin	g into	other gi	roups		
														
OCCUPATIONAL CATEGORY	(1) Africa Ameri	n can	(2) Latino		(3) Asian		(4) Ameri Indian	can	y(5) Eilipir		j(6) Cauca	ian ⊖	(7) Other Ethnic	inies
	(M)	(F)	(M)	(r)-	(M)	(F)	(M)	(F)	(M)	(F)+	, (M)	(F)	(M).	(F)
Executive, Administrative, Managerial		<u>;</u>	<u> </u>	;		<u> </u>		<u>;</u>				; ;	ļ 	
Professional Specialty	<u> </u>	<u> </u>		-		• • •		:		- -			<u></u>	<u> </u>
Engineers/Architects		<u> </u>		<u> </u>	ļ		!	; ; ,					 	
Technicians and Related Support	<u> </u>	<u> </u>	ļ	<u>.</u>		_		-	ļ	<u>.</u>			ļ	
Sales										, , ,				<u>; </u>
Administrative Support/Clerical	 			<u>; </u>	 			<u> </u>					 	<u>;</u>
Services	ļ							<u></u>						<u> </u>
Precision Production, Craft and Repair			· · · · · ·	<u>. </u>									, }	<u> </u>
Machine Operators, Assemblers, Inspectors	-			_							_		· 	
Transportation and Material Moving	ļ							<u></u>		<u></u>			-	
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*										_		<u> </u>	<u> </u>	! !
*Construction laborers and other field emp	loyees ar	e not to l	e includ	ed on th	is page		· 							
TOTALS EACH COLUMN			-											
GRAND TOTAL ALL EMPLOYEES					•									
INDICATE BY GENDER AND ETHNICI	TY THE	<u>NU</u> MB	ER OF A	BOVE	EMPLO	YEES W	HO ARI	DISAE	LED:			· -		
DISABLED	;													
NON-PROFIT ORGANIZATIONS ONLY	·;													
BOARD OF DIRECTORS														
VOLUNTEERS														

Proposal	No.	9239-	08-V

Proposal No. 9239-08-V	
WORK FORCE REPORT -	- Page 3
NAME OF FIRM:	DATE:
row provided. Sum of all totals s	upational category, indicate number of males and females in every ethnic group. Total columns in hould be equal to your total work force. Include all those employed by your company on either a wing groups are to be included in ethnic categories listed in columns below:
	2) Latino, Hispanic, Mexican-American, Puerto Rican (3) Asian, Pacific Islander (5) Filipino (6) Caucasian (7) Other ethnicity; not falling into other groups
OCCUPATIONAL CATEGORY	(D) (2) (3) (4) (5) (6) (7) (7) African Latino Asian American Filipino Caucasian Other L. (6) (7) (7) (8) (8) (8) (8) (8) (8) (8) (8) (8) (8

OCCUPATIONAL CATEGORY	African- American	(2) Latino	in en	(3), Asian		(4) Americ	ani-	(5) = Filipin	() () ()	(6) Cauca	sian ((7) Other:	7 3 4 6 2 3
	Amencan (F)	(M); (F) ;	(M)	(F)	indian (M)	(F)	(M)	(F) =	(M)	(F)	(M)	tites state (方)
Carpenter			_										
Drywall Installer								-			<u> </u>		
Electrician													! !
Elevator Installers	 	-			_	· .	<u> </u>						<u> </u>
Finishers, Concrete or Terrazzo							 _ _		<u> </u>				<u> </u>
Glaziers										<u>.</u>			
Helpers, Construction Trade				-								· ·	<u></u>
Ironworkers, Structural Metal Workers			_										<u> </u>
Laborers											 -		-
Millwrights								_					<u></u>
Masons, Bricklayers			-										
Tile setters			_										I -
Operators			_										
Painters	 -,! - 						 -						
Pipe fitter, Plumbers							·····						
Piasterers			\dashv	 ;		-					-		
Roofers					-								
Security, Protective Services		- ;		 ;		- ;					-	;	
Sheet Metal, Duct Installers				<u> </u>									
Welders, Cutters				;		:						;	· .
TOTALS EACH COLUMN		1						, , , ,,,					
GRAND TOTAL ALL EMPLOYEES													
INDICATE BY GENDER AND ETHNIC	TTY THE NUMBE	ER OF ABC	VEE	MPLOY	EES W	HO ARE	DISAB	LED:					

DISABLED

Purchasing Division • City of San Diego CONTRACTOR STANDARDS Ouestionnaire

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination, each bidder/proposer must complete and submit the attached questionnaire with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Questionnaire Attachment "A"* and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

PROJECT TITLE:				
BIDDER/CONTRACTOR INFORM	MATION:			
Legal Name		DBA		
Street Address	City	State	Zip	
Contact Person, Title	Phone	Fax		
1. In the past five (5) years, has your Yes No	•			, .
If Yes, use Questionnaire Att Explain the specific reasons f		legal and DBA names	, addresses and dates	s when used.
2. In the past five (5) years, has a fir Yes No	m owner, partner or officer o	perated a similar busi	ness?	
If Yes, use Questionnaire Att the business. Include informa has held a similar position in	tion about a similar business			

Proposal No. 9239-08-V

page. Use Questionnaire Attachment "A" if more space is required.	
Corporation Date incorporated:/_/ State of incorporation:	
List corporation's current officers: President:	•
President: Vice President:	_
Secretary:	
Treasurer:	-
Is your firm a publicly traded corporation?	
If Yes, name those who own five percent (5%) or more of the corporation's stocks:	
·	
Limited Liability Company Date formed:/_/ State of formation:	<u>-</u>
List names of members who own five percent (5%) or more of the company:	
Partnership Date formed:/_/_ State of formation:	
Partnership Date formed:/_/_ State of formation:	-
Partnership Date formed:/_/_ State of formation: List names of all firm partners:	. ,
Partnership Date formed:/_/_ State of formation: List names of all firm partners:	. ,
Partnership Date formed:/_/_ State of formation: List names of all firm partners:	. ,
Partnership Date formed:/_/_ State of formation: List names of all firm partners:	· · · · · · · · · · · · · · · · · · ·
Partnership Date formed://_ State of formation: List names of all firm partners: Sole Proprietorship Date started:/ List all firms you have been an owner, partner or officer with during the past five (5)	· · · · · · · · · · · · · · · · · · ·
Partnership Date formed:/_/_ State of formation: List names of all firm partners: Sole Proprietorship Date started:// List all firms you have been an owner, partner or officer with during the past five (5 of stock in a publicly traded company:	· · · · · · · · · · · · · · · · · · ·
Partnership Date formed:/_/_ State of formation: List names of all firm partners: Sole Proprietorship Date started:// List all firms you have been an owner, partner or officer with during the past five (5 of stock in a publicly traded company:	· · · · · · · · · · · · · · · · · · ·
Partnership Date formed:/_/_ State of formation: List names of all firm partners: Sole Proprietorship Date started:// List all firms you have been an owner, partner or officer with during the past five (5 of stock in a publicly traded company:	· · · · · · · · · · · · · · · · · · ·
□ Partnership Date formed:/_/_ State of formation: List names of all firm partners: □ Sole Proprietorship Date started:/_/_ List all firms you have been an owner, partner or officer with during the past five (5 of stock in a publicly traded company:	· · · · · · · · · · · · · · · · · · ·
Partnership Date formed://_ State of formation: List names of all firm partners:	· · · · · · · · · · · · · · · · · · ·
Partnership Date formed://_ State of formation: List names of all firm partners:	· · · · · · · · · · · · · · · · · · ·

Note: Each member of a Joint Venture must complete a separate Contractor Standards Questionnaire for a Joint Venture's submission to be considered responsive

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

	Yes No						
		If Yes, use Questionnaire Attachment "A" to explain specific circumstances, including name of the buyer and principal contact information.					
	2.	In the past five (5) years, has your firm been denied bonding? Ves No					
		If Yes, use Questionnaire Attachment "A" to explain specific circumstances; include bonding company name.					
	3.	In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal? Yes No					
		If Yes, use Questionnaire Attachment "A" to explain specific circumstances.					
F.	PE	PERFORMANCE HISTORY:					
	1.	In the past five (5) years, has your firm defaulted on a contract with a government agency? Yes No					
		If Yes, use Questionnaire Attachment "A" to explain specific circumstances.					
	2.	In the past five (5) years, has a government agency terminated your firm's contract prior to completion? Yes No					
		If Yes, use Questionnaire Attachment "A" to explain specific circumstances and provide principal contact information.					
G.	CO	OMPLIANCE:					
	1.	In the past five (5) years, has your firm or any firm owner, partner or officer been found to have violated or been penalized for any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees? No No					
		If Yes, use Questionnaire Attachment "A" to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.					
	2.	In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency? Yes No					
		If Yes, use Questionnaire Attachment "A" to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.					

Proposal No. 9239-08-V
CLIS23
H. BUSINESS INTEGRITY:

	I.	In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity? Yes No		
		If Yes, use Questionnaire Attachment "A" to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.		
	2.	In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract? Yes No		
•	•	If Yes, use Questionnaire Attachment "A" to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.		
I.	TY:	PE OF SUBMISSION: This questionnaire response is submitted as:		
		Initial submission of Contractor Standards Questionnaire.		
		Update of prior Contractor Standards Questionnaire dated/		
Con	nple	te all questions and sign below. Each Questionnaire Attachment "A" page must be signed.		
this	ques	enalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in stionnaire and that I am responsible for completeness and accuracy of responses and all information provided is true to the sy knowledge and belief. I further certify my agreement to the following provisions of San Diego Ordinance No. O-19383:		
		comply with all applicable State and Federal laws, including health and safety, labor and employment, and licensing laws affect the employees, worksite or performance of the contract.		
	To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency h begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with law stated in paragraph (a).			
		notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or tof competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).		
		provide the Purchasing Agent updated responses to the Contractor Standards Questionnaire within thirty (30) calendar if a change occurs which would modify any response.		
		notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government acy or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).		
		cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for mation within ten (10) working days from the request date.		
Failu	ire to	sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.		
		ne, Title Signature Date		

Purchasing Division • City of San Diego CONTRACTOR STANDARDS Questionnaire Attachment "A"

				 	
		•			
	-				
			•		
		•		,	
•					
,					

	* 1	COLUMN TO A SECOND
リティハナ	Name.	11110

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. **DEFINITIONS**

- "Drug-Free Workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) "Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) "Controlled Substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) "Contractor" means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

C. CITY CONTRACTOR REQUIREMENTS

1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a

Drug-Free Workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD

DRUG-FREE WORKPLACE CONTRACTOR CERTIFICATION

BID NUMBER:		
PROJECT TITLE:		· .
	with the requirements of San Diego coutlined in the request for propose	
<u>.</u>	(Name under which business is conc	lucted)
subcontract agreement for this pro	the Program that complies with said ect contains language which indications a) through c) of the policy as	tes the Subcontractor's agreement to
	SIGNED:	
	-	
	ADDRESS:	
·	TELEPHONE:	FAX:

EXHIBIT A

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement ("MOA") is hereby made by and among

("Proposer") and the City of San Diego ("City"), collectively referred to as the "Parties," to memorialize their acceptance of the terms of the contract resulting from the Proposer's successful proposal in response to the City's Request for Proposal ("RFP") No. 9239-08-V-RFP.

Recitals

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that, should the proposal be successful, it will be bound by the terms of the Contract Documents as defined in the RFP: including the RFP; the City of San Diego's General Provisions for Proposals dated January 18, 2005 ("General Provisions"); the proposal submitted (technical and budget volume); the City's award letter(s); the Proposer's Best and Final Offer (if any); the City's written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference;

WHEREAS, the City has determined that the Proposer's proposal is the winning proposal and intends to award the contract to the Proposer on that basis;

THEREFORE, the Parties agree to the following:

Agreement

The Parties mutually agree that, as a result of the City's acceptance of the Proposer's proposal in response to the RFP, the Parties shall be mutually bound by the Contract Documents, as defined above. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) the RFP takes precedence over conflicting terms in the General Provisions; (2) the General Provisions take precedence over conflicting terms in the proposal; and (3) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The Parties further agree that the Contract Documents, as defined above and memorialized in this MOA, constitute the entire agreement between the Parties.

Accepted and Agreed,		
City of San Diego	Proposer	
Ву:	Ву:	
Date:	Date:	
I HEREBY APPROVE thday of, 2	form and legality of the foregoing agreement th	is
	MICHAEL J. AGUIRRE, City Attorn	iey
	By:	_

FEDERAL REQUIREMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – FUNDED CONTRACTS

The following provisions apply to the contract resulting from Request for Proposal (RFP) No. 9239-08-V-RFP (Agreement). In addition, the winning proposer (Contractor) will receive a copy of the "Playing by the Rules Handbook," provided by HUD, which sets forth the administrative requirements that apply to the use of federal funds for the delivery of CDBG programs and activities.

1. PROJECT BUDGET.

- 1.1. Throughout this section, "Project Budget" means the total amount of CDBG Funds allocated and available to fund this Agreement.
- 1.2 Contractor represents that the Project Budget includes only allowable costs and an accurate analysis of costs applicable to CDBG Funds, pursuant to 24 CFR 570.502, which includes, in addition to other requirements, requirements for compliance with the following:
 - (a) if Contractor is a governmental entity, OMB Circular Nos. A-87, A-128 (24 CFR 44), and sections of 24 CFR 85; or
 - (b) if Contractor is not a governmental entity, Office of Management and Budget [OMB] Circular No. A-122 (Cost Principles for Non Profit Organizations) or OMB Circular No. A-21 (Cost Principles for Educational Institutions), as applicable, to OMB Circular A-110.
- 1.3 Contractor shall not use CDBG Funds for travel, meals, lodging, or entertainment expenses. However, certain of these types of expenses may be permitted, if they are part of the core purpose of a program (such as a shelter, nutrition program, atrisk youth program, or other eligible program) and pre-approved, in writing, by the City. Contractor shall not use CDBG Funds for alcoholic beverages under any circumstances.
- 1.4 Contractor shall not use CDBG Funds in its operations, directly or indirectly, during any period of federal, state, or local debarment, suspension, or ineligibility of Contractor, when Contractor has been noticed of such debarment, suspension, or ineligibility.
- 1.5 The Project Budget shall be in sufficient detail to provide a sound basis for the City to effectively monitor Contractor's performance under this Agreement and Contractor's compliance with CDBG restrictions imposed by HUD.

2. PROJECT INCOME.

Throughout this section, "Project Income" means any income that accrues to Contractor as a result of its receipt and/or use of CDBG funds under this Agreement, including, but not limited to, any rents, interest earned, and client fees.

Contractor may use Project Income to improve the services performed by Contractor under this Agreement, provided that Contractor submits to the City a written budget detailing Contractor's proposed use of the Project Income, Contractor obtains prior written approval from the City of the written budget, and all requirements of 24 CFR 570.504(c) have been met.

Pursuant to 24 CFR 570.503(b)(3), at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by Contractor (except those needed for immediate cash needs, cash balances of a revolving loan fund, case balances from a lump sum drawdown, or cash or investments held for section 1208 security needs).

3. PROJECT RECORDS.

- 3.1 Contractor shall maintain, and require its Subcontractors to maintain, all administrative and financial records required in connection with the Project (including, but not limited to, all books, accounting records, invoices, receipts, payroll records, personnel records, and any other data and records pertaining to all matters covered in this Agreement or required by the Playing by the Rules Handbook) during the term of this Agreement.
- 3.2 At any time during normal business hours and as often as the City deems necessary, Contractor shall permit, and require its Subcontractors to permit, the City, the U.S. Government, or their authorized agents, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Contractor), all books, accounting records, invoices, receipts, payroll records, personnel records, and any other Project data and records pertaining to all matters covered in this Agreement or required by the Playing by the Rules Handbook, for the purposes of auditing, monitoring, and/or evaluating Contractor's performance of its obligations and/or duties in connection with the Project.
- 3.3 Contractor shall store, and require its Subcontractors to store, all Project data and records for a period of not less than five years after submission of the final expenditure report for the contract period, or five years after submission of the final expenditure report upon earlier termination of this Agreement, or until all audit findings have been resolved, whichever is longest.

4. AUDITS.

- 4.1 Contractor shall ensure that Annual Single Audits and Financial Statement Audits are completed by a Certified Public Accountant. Individual projects funded by the City must be clearly identified in the audit reports, as well as the dollar amount allocated to the Project by the City.
- 4.2 In accordance with the Single Audit Act of 1984 (PL 98-502) pertaining to recipients of federal funds, Contractors expending \$500,000 or more (or the current federal threshold) in total federal funding from all sources in a year, shall have an Annual Single Audit conducted in accordance with Federal OMB Circular Nos. A-110 and A-133. Contractor shall ensure that Single Audits are completed within 180 calendar days of the expiration date of this Agreement. Those Contractors completing audits by calendar year (rather than fiscal year) shall ensure that Single Audits are completed within 180 calendar days of December 31st. Contractor shall provide the City with a copy of the Single Audit within fifteen calendar days of Contractor's receipt of the audit.
- 4.3 Contractors receiving \$75,000 or more in federal, state, and/or City funds shall have Financial Statement Audits prepared in accordance with GAAP and audited by an independent Certified Public Accountant, in accordance with Generally Accepted Auditing Standards [GAAS]. This audit report shall include the following statements:
 - (a) a statement of expenditure of City funds by program, to be identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts;
 - (b) a statement of revenues and expenditures, and a balance sheet of all funds received by Contractor; and
 - (c) a statement certifying compliance with all terms and conditions of the City's contract with Contractor, and that all required reports and disclosures have been submitted, completed by an executive officer of Contractor.

Contractor shall provide the City a copy of the Financial Statement Audit within 150 calendar days of the end of Contractor's last complete fiscal year. Extensions of up to thirty calendar days to this deadline may be granted by the City, upon written request by Contractor.

4.4 If Contractor is subject to an audit from a source other than the City, Contractor shall provide a copy of the audit to the City within thirty calendar days of completion of the audit. The City, at its sole discretion, may conduct an annual review of any such third party audit(s).

5. FINANCIAL DISCLOSURES.

- 5.1 Contractors receiving \$10,000 or more, but less than \$75,000, in federal, state, and/or City funds shall provide the City copies of true, accurate, and complete financial disclosure documentation, evidencing the financial status of Contractor's last complete fiscal year. Specifically, Contractor shall submit the following:
 - (a) a statement of expenditure of City funds by program, to be identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts; and
 - (b) a statement of revenues and expenditures, and a balance sheet of all funds received by Contractor.
- 5.2 Contractor shall provide the City these documents within ninety calendar days of the end of Contractor's last complete fiscal year. Extensions of up to thirty calendar days to this deadline may be granted by the City, upon written request by Contractor.

6. OTHER REPORTS AND DISCLOSURES.

- 6.1 Contractors receiving less than \$10,000 in federal, state, and/or City funds shall provide a report of how the funds were used during the contract period. Contractor shall provide the City with a copy of this report within thirty calendar days of the expiration date of this Agreement. If Contractor is also in receipt of an Annual Single Audit or Financial Statement Audit, Contractor shall submit a copy of such audit to the City within fifteen calendar days of Contractor's receipt of the audit.
- 6.2 If Contractor receives \$500,000 or more in federal, state, and/or City funds, when that funding represents more than ten percent of Contractor's annual budget, Contractor shall include in its annual CDBG application an itemization setting forth the salary and wage ranges for each of Contractor's job classifications, including actual executive salaries and benefits packages, applicable for the contract period.

7. CONFLICTS OF INTEREST.

- 7.1 Contractor shall comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, each of the following:
 - (a) the conflict of interest provisions in 24 CFR 570.611, and OMB Circular No. A-110;

- (b) California Government Code sections 1090 et. seq., and 81000 et. seq.;
- (c) California Corporations Code sections 7230 7238 (applicable to nonprofit mutual benefit corporations) and sections 5230 5240 (applicable to nonprofit public benefit corporations);
- (d) the City's Ethics Ordinance, codified in San Diego Municipal Code sections 27,3501 27,3595; and
- (e) the "Conflict of Interest and Procurement Policy for Non-profit Corporations Contracting with the City of San Diego" (Exhibit C).
- 7.2 The Parties are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. If such a financial and/or economic interest is determined to exist, the City will promptly terminate this Agreement by giving written notice thereof.
- 7.3 If, in performing its obligations and duties set forth in this Agreement, Contractor makes, or participates in, a "governmental decision," as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same (or substantially all the same) duties for the City that would otherwise be performed by a City employee holding a position specified in the City's conflict of interest regulations, Contractor shall be subject to the City's conflict of interest regulations, requiring the completion of one or more statements of economic interests, disclosing Contractor's relevant financial interests.
 - (a) Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. Contractor shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that Contractor is subject to the City's conflict of interest regulations. Contractor shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Contractor was subject to the City's conflict of interest regulations.
 - (b) If the City requires Contractor to file a statement of economic interests as a result of the obligations and duties performed, Contractor shall be considered a "City Official," subject to the provisions of the City's Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

- 7.4 Contractor shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, and/or other relationships.
- 7.5 Contractor's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any Subcontractor or potential Subcontractor. Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
- 7.6 If Contractor violates any conflict of interest law, or any of the provisions of this Section, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies permitted under the Agreement. Further, any such violation shall subject Contractor to liability to the City for attorney's fees and all damages sustained as a result of the violation.

8. EQUAL EMPLOYMENT OPPORTUNITY.

8.1 Contractor shall comply, and require each of its Subcontractors to comply, with Title VII of the Civil Rights Act of 1964, as amended (Executive Orders 11246, 11375, and 12086), California Fair Employment Practices Act, and any other applicable federal and state laws and/or regulations hereinafter enacted.

9 LOBBYING AND POLITICAL ACTIVITIES.

- 9.1 Contractor acknowledges that funds received for the Project have been provided pursuant to a federal grant, and shall comply with the laws set forth at 31 USC 1352 and 24 CFR 87.
- 10. **SECTION 3 CLAUSE.** Pursuant to 24 CFR 135 and 12 USC 1701(u) (hereinafter collectively referred to as "Section 3"), sections 10.1 through 10.6 are included herein as the Section 3 Clause and are binding upon the Parties. Contractor shall document its good faith efforts to comply with the terms and conditions of Section 3, and furnish such documentation to the City, upon request.

- 10.1 The work to be performed under this Agreement is on a Project, assisted under a program that provides direct federal financial assistance from HUD, and is subject to the requirements of Section 3. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the project area.
- 10.2 The Parties shall comply with the provisions of Section 3, and applicable rules and orders of HUD issued thereunder, prior to the execution of this Agreement. The Parties certify that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 10.3 Contractor shall send to each labor organization (or representative of workers) with whom Contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization (or worker's representative) of its commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 10.4 Contractor shall include this Section 3 Clause in every subcontract for work in connection with the Project, and shall take, at the direction of the applicant for (or recipient of) federal financial assistance, appropriate action pursuant to the subcontract, upon a finding that the Subcontractor is in violation of those regulations set forth in 24 CFR 135, and shall not let any subcontract unless the Subcontractor has first provided Contractor with a preliminary statement of ability to comply with the requirements of these regulations.
- 10.5 Compliance with the provisions of Section 3, and all applicable rules and orders of HUD, issued thereunder, prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant (or recipient), Contractor, Subcontractors, and any successors and assignees, subject to those sanctions specified by the grant or loan agreement by 24 CFR 135.
- 10.6 In order to assist Contractors in their compliance with Section 3, the City has entered into a Memorandum of Understanding [MOU] with the San Diego Workforce Partnership [SDWP]. As part of the MOU, SDWP has agreed to enter into a First Source Hiring Agreement with the City's contractors. Contractor may contact SDWP at 1-888-884-7397 to design an appropriate development plan to assist them in meeting their Section 3 hiring obligations.

11. OTHER HUD PROGRAM REQUIREMENTS.

- 11.1 Contractor shall perform its obligations and duties under this Agreement in compliance with all federal laws and regulations described in 24 CFR 570(k), except that:
 - (a) Contractor does not assume the City's environmental responsibilities described in 24 CFR 570.604; and
 - (b) Contractor does not assume the City's responsibility for initiating the review process described in 24 CFR part 52.
- 12. UNIFORM ADMINISTRATIVE REQUIREMENTS. Contractor shall comply with applicable uniform administrative requirements described in 24 CFR 570.502.
- 13. **RELIGIOUS ORGANIZATIONS.** Contractor shall comply with all applicable HUD requirements governing the use of CDBG Funds by religious organizations, set forth in 24 CFR 570.200(j).

14. TERMINATION.

As stated by 24 C.F.R. Section 85.43 section 570.503(b)(7), The City may terminate this Agreement if Contractor materially fails to comply with any term of the award in accordance with 24 C.F.R. Section 85.43, and the award may be terminated for convenience in accordance with 24 C.F.R. Section 85.44.

Upon the expiration or termination of this Agreement, Contractor shall transfer to the City any CDBG Funds on hand at the time of the expiration or termination, and any accounts receivable attributable to the use of CDBG Funds. Contractor shall comply with the requirements of 24 CFR 570.503(b)(7) with regard to the use of any real property under Contractor's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of \$25,000.

15. GOVERNING LAW. The terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State of California. In addition, the terms and conditions of this Agreement are subject to HUD rules and regulations in effect on the effective date of this Agreement. Any newly adopted rules and regulations or changes to existing rules and regulations shall become effective for the administration of this Agreement upon receipt by the City.

16. OTHER FEDERAL LAW

- 16.1 Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the work, which includes but is not limited to the following:
 - (i) Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Exec. Order 11375, and as supplemented in Department of Labor [DOL] regulations (41 CFR Ch. 60)
 - (ii) Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3)
 - (iii) Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5)
 - (iv) Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by DOL regulations (29 CFR Part 5)
 - (v) Section 302 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)
 - (vi) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

j e f f k a t z s ARCHITECTURE

September 22, 2008

Leslie Valdez, CPPB
Procurement Specialist
City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101

RE: Request for Proposal

ADA Compliance Assessment of City Facilities

Proposal No. 9239-08-V

Dear Leslie,

I am in receipt of your email dated September 18, 2008 as a follow up to our phone conversation. First, let me say we are honored and excited to be selected to work with the City on this project. I have reviewed the requested fee proposal adjustments and modified our proposal accordingly. However, I did want to add some explanation to go along with the revised proposal.

- 1. Customization of Application Reporting System: I have reduced the fee for this work. However, there are several items of work included in this scope that I do not feel can be deleted or reduced. Covered under this section of work is establishing Facility Profiles for each of the facilities and programming that information into the database. Also included is time to review and update the cost factors for the specific work anticipated. Lastly, although your letter indicates that no modification will be necessary for City Access Policy items, we know that the current City Policies include items which are not in the database (for example, grab bars at urinals, or 42" height for light switches).
- Training: The cost for training was based on the RFP requirement for two weeks of training (week 9 and week 40). The total training was 64 hours. The revised proposal is based on 48 hours over the same two week timeframe.
- 3. Survey of City Facilities: The fee for facilities between 100,001 300,000 square feet has been reduced, based on the direction that none of the included facilities will exceed 200,000 square feet.

Revised Cost Proposal September 22, 2008 Page 2

I have totaled the fees for the identified facilities and the stated fees (including annual fees for licensing and administration) and the total is just below the \$655,000 stated budget. Please review our revised proposal and do not hesitate to contact me if you have any further questions or concerns. We are excited about the opportunity to work with you on this project and I am sure we can easily resolve any issues with the proposal.

Respectfully,

Jeff Katz, AIA

Principal